AI-3850 **8.A.**

Status on Telephony Projects

CC REGULAR

Date: 05/22/2007
Submitted By: Renan Ramirez, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Area: IT Department

Information

CAPTION

Presentation of transfer of former telecom services for the Hidalgo County Department of Community Supervision and Corrections (i.e., Adult Probation) into the county wide telephony infrastructure with an anticipated/projected positive budgetary impact.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/15/2007 04:28 PM	APRV
2	Purchasing Department	Marty Salazar	05/15/2007 04:29 PM	APRV
3	Auditor's Office	Linda Fong	05/18/2007 08:55 AM	APRV
4	Court Administrator	Monica Badillo	05/18/2007 09:15 AM	APRV

Form Started By: Renan Ramirez Started On: 05/14/2007 10:51 AM
Final Approval Date: 05/18/2007

AI-3861 **9.A.**

Bid Award & Approval - City of San Juan

CC REGULAR

Date: 05/22/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Urban County Program on behalf of City of San Juan is requesting the award of bid and approval of contract to Mission Paving Company, Inc. in the amount of $258,024.05 for the construction of Ridge Road from Nebraska Avenue to Stewart Road in the City of San Juan. The street improvement project will utilize Urban County Program funds from FY's 12, 16 & 17 (1999, 2003 & 2004) and City of San Juan funds.

BACKGROUND

A Bid Opening was held on March 7, 2007. Noe Garza Engineers recommended Mission Paving Company, Inc., the lowest bidder of four bids. City of San Juan will utilize city escrow funds in conjunction with UCP Year 12, 16 & 17 street improvement funds. (see attachments)

Contract Amount: $258,024.05

Available Funds:	$ 866.90	Year 12 (1999)
	$ 48,002.32	Year 16 (2003)
	$ 139,798.12	Year 17 (2004)
	$ 79,315.76	City of San Juan
Total:	**$ 267,983.10**	

Fiscal Impact

Attachments

Link: Bids

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 09:17 AM	APRV
2	Purchasing Department	Marty Salazar	05/17/2007 12:47 PM	APRV
3	Auditor's Office	Linda Fong	05/18/2007 09:02 AM	APRV
4	Court Administrator	Monica Badillo	05/18/2007 09:15 AM	APRV

Form Started By: Estella Webber Started On: 05/15/2007 10:53 AM
Final Approval Date: 05/18/2007

NGE
NOE GARZA ENGINEERS, INC.
NSPE • TSPE • TSA
918 WEST NOLANA • PHARR, TEXAS 78577
FAX (956) 783-1209
www.ngeinc.net
(956) 783-1207

March 12, 2007

Mayor San Juanita Sanchez
City of San Juan
709 South Nebraska
San Juan, Texas 78589

Re: City of San Juan Ridge Road Street Improvements
Urban County Project No. 5000-75-0311-5000-7500

Dear Mayor Sanchez:

On March 7th, 2007, four (4) bids were received for the above referenced project. The bids were as follows:

1.	Mission Paving Company, Inc.	$258,024.05
2.	Garcia & Martinez Paving	$269,841.55
3.	Sascon, Inc.	$275,187.76
4.	J.M. Construction	$378,073.90

Therefore, I recommend the contract be awarded to the low bidder, Mission Paving Company, Inc., from Mission, Texas, for the amount of $258,024.05. If you should have any questions or need any additional information please contact our office at 956.783.1207.

Sincerely,

NOE GARZA ENGINEERS, INC.

Noe Garza, P.E.
City Engineer

Attachment

NG/lr

MAR 12 2007

03/13/2007 TUE 11:07 FAX 956 783 1209 Noe Garza ENG. →→ Urban County Program 002/003

NOE GARZA ENGINEERS, INC.
BID TABULATION

PROJECT: CITY OF SAN JUAN RIDGE ROAD IMPROVEMENTS

BID DATE: MARCH 7, 2007

TIME: 3:00 P.M.

DESCRIPTION	UNIT	ESTIMATE QUANTITY	BIDDER *MISSION PAVING*		BIDDER *GARCIA & MARTINEZ*		BIDDER *SASCON*		BIDDER *J.M. CONSTRUCTION*	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. 2 1/2" Hot Mix	S.Y.	15,474	$ 11.20	$ 173,308.80	$ 10.75	$ 166,345.50	$ 9.00	$ 139,266.00	$ 13.25	$ 205,030.50
2. Rework/Prime & Tack Caliche	S.Y.	17,037	$ 1.20	$ 20,444.40	$ 2.15	$ 36,629.55	$ 4.20	$ 71,555.40	$ 5.85	$ 99,666.45
3. 4" Yellow Stripe	L.F.	5,692	$ 1.55	$ 8,822.60	$ 2.00	$ 11,384.00	$ 0.33	$ 1,878.36	$ 2.10	$ 11,953.20
4. 18" Concrete Curb & Gutter	L.F.	5,665	$ 5.85	$ 33,140.25	$ 6.50	$ 36,822.50	$ 7.20	$ 40,788.00	$ 7.75	$ 43,903.75
5. Concrete Apron	S.Y.	380	$ 41.60	$ 15,808.00	$ 32.00	$ 12,160.00	$ 40.00	$ 15,200.00	$ 29.00	$ 11,020.00
6. Testing Allowance	L.S.	1	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00
GRAND TOTAL				$ 258,024.05		$ 269,841.55		$ 275,187.76		$ 378,073.90

Mayor: San Juanita Sanchez
Mayor Pro-Tem: Ricardo "Rick" Rodriguez
Commissioners: Luis Ramos, Jr.
Pedro Contreras
Bobby Rodriguez

April 4, 2007

Ms. Monica Luna
Urban County Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Via fax: 956-787-5291, original to follow via USPS

Re: Ridge Road Improvements

Dear Ms. Luna:

Please allow this letter to serve as a request to release prior year unspent miscellaneous street improvement funds totaling $188,667.34 from the Year 1999/2003/2004 UCP program. On March 20, 2007 the San Juan City Commission awarded the extension of Ridge Road street improvement project to Mission Paving in the amount of $258,024.05. The City had originally budgeted a total of $633,974.00 from the Capital Projects Bond Series 2005 fund to finance this project, including $79,315.76 placed in escrow with the City from two subdivision developments adjacent to the proposed Ridge Road extension. The City will use the escrowed funds to cover the anticipated $69,356.71 Mission Paving contract shortfall provided the UCP pays the $188,667.34. While no cost overruns are anticipated, should they occur in an amount beyond the anticipated remaining $9,959.05 escrowed funds, the City will use the Capital Projects Bond Series 2005 funds to cover the shortage.

If you have any questions or need additional information please call me at (956) 702-6414.

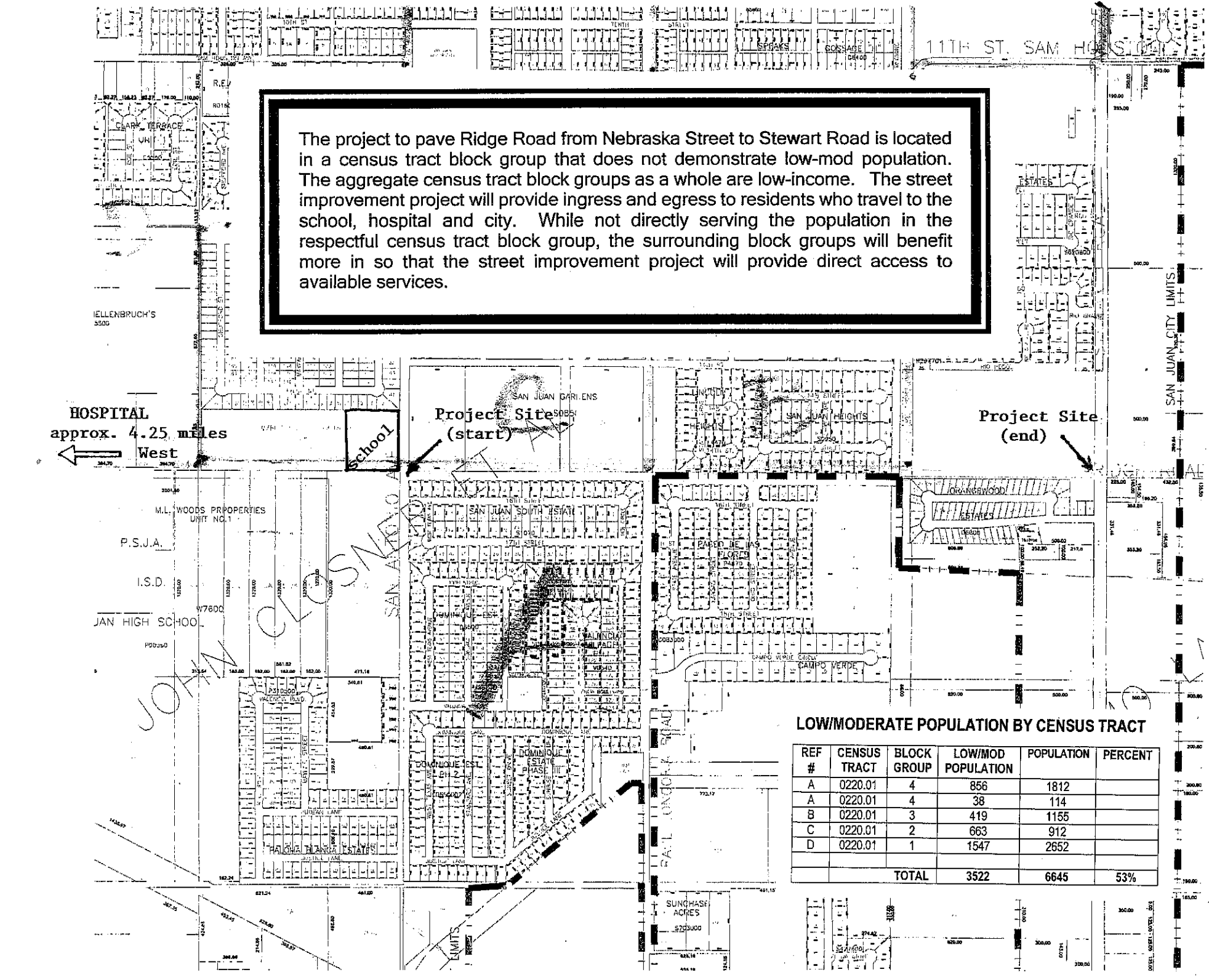
Sincerely,

Curtis Hill

Curtis Hill, AICP
Interim Planning Director

APR 4 2007

709 S. Nebraska Ave., San Juan, Texas 78589 • Phone: (956) 702-6408 • Fax: (956) 787-5978



LOW/MODERATE POPULATION BY CENSUS TRACT

REF #	CENSUS TRACT	BLOCK GROUP	LOW/MOD POPULATION	POPULATION	PERCENT
A	0220.01	4	856	1812	
A	0220.01	4	38	114	
B	0220.01	3	419	1155	
C	0220.01	2	663	912	
D	0220.01	1	1547	2652	
		TOTAL	3522	6645	53%

AI-3892 **10.A.**

Emergency Management Plan Annex T -Donations

CC REGULAR

Date: 05/22/2007
Submitted By: Belinda Alvarez, COUNTY JUDGE
Submitted For: A. A. Tony Pena, Jr.
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Discussion, consideration and possible action on the approval of the Emergency Management Plan Annex T- Donations.

BACKGROUND

No budgetary impact.

Fiscal Impact

Attachments

Link: Annex T
Link: Appendix 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 09:21 AM	APRV
2	Erika Reyna	Erika Reyna	05/17/2007 09:26 AM	APRV
3	Purchasing Department	Marty Salazar	05/17/2007 12:55 PM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 09:26 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 10:04 AM	APRV

Form Started By: Belinda Alvarez Started On: 05/16/2007 09:26 AM
Final Approval Date: 05/18/2007

ANNEX T

DONATIONS MANAGEMENT

Hidalgo County

_____

Jurisdiction

APPROVAL & IMPLEMENTATION

Annex T

Donations Management

Signature	Date
Signature	Date

NOTE: The signature(s) will be based upon local administrative practices. Typically, the annex is signed by the individual having primary responsibility for this emergency function in the first signature block and the second signature block, if desired, could be signed by the Emergency Management Coordinator (EMC) or the County Judge. Alternatively, each department head assigned tasks within the annex could sign the annex.

RECORD OF CHANGES

Annex T

Donations Management

Change #	Date of Change	Entered By	Date Entered

ANNEX T
DONATIONS MANAGEMENT

I. AUTHORITY

A. See the Basic Plan for general authorities.

B. Annex T (Donations Management), State of Texas Emergency Management Plan.

II. PURPOSE

The purpose of this annex is to outline the concept of operation, organizational arrangements, and responsibilities for coordinating the efforts of volunteer groups and local government to manage donations of goods and services that may occur in the aftermath of an emergency situation.

III. EXPLANATION OF TERMS

A. Acronyms

ACS	Adventist Community Services
ARC	American Red Cross
CBO	Community-Based (Volunteer) Organization (see VOLAG)
DC	Donations Coordinator
DSG	Donations Steering Group
EOC	Emergency Operations Center
PIO	Public Information Office/Officer
PSA	Public Service Announcement
RSA	Resource Staging Area
TSA	The Salvation Army
VOAD	Voluntary Organizations Active in Disaster
VOLAG	Voluntary Agency (charitable organization that meets the provisions of IRS Code 501(c)(3))

B. Definitions

Donations refer to the following:

1. Cash: Currency, checks, money orders, securities, etc.

2. Goods: Food, water, clothing, equipment, toys, furniture, pharmaceuticals, bedding, cleaning supplies, etc.

3. Volunteers and Services:

a. Individuals who are not members of any particular volunteer group (often referred to as “spontaneous,” “emergent,” or “non-affiliated” volunteers).

b. Individuals who are members of recognized disaster relief organizations who have undergone formal training by those organizations (i.e., “affiliated” volunteers).

c. People with specialized training and expertise (e.g., doctors, nurses, medics, search and rescue, fire fighting, heavy equipment operators, etc.) who may either be non-affiliated or members of a disaster relief organization.

d. Teams that provide specialized equipment or capabilities (e.g., urban search and rescue, dog teams, swift water rescue teams, home repair teams, etc.).

IV. SITUATION & ASSUMPTIONS

A. Situation

1. As noted in the Basic Plan, this jurisdiction is at risk from a number of hazards that could threaten public health and safety as well as private and public property. Should a major disaster or a lesser emergency where there is high level of media interest occur, many individuals may want to donate money, goods, and/or services to assist the victims or participate in the recovery process. The amount of donations offered could be sizable, and we could face extreme difficulties in receiving, storing, securing, sorting, transporting, accounting for, and distributing the donations to the disaster victims and supervising volunteer workers desiring to assist in the effort.

2. Hidalgo County does not wish to operate a system to collect, process, and distribute donations to disaster victims. Such a system is best operated by community-based organizations like the (e.g.. Salvation Army and the American Red Cross) who have successfully handled donations in the past. Local government does, however, desire to coordinate its donation management efforts with volunteer organizations and agencies.

3. According to Chapter 418.074 of the Texas Government Code, our County Judge may accept a donation (in the form of a gift, grant, or loan) on behalf of the County for purposes of emergency services or disaster recovery. In turn, our County may use all the services, equipment, supplies, materials, and funds to the full extent authorized by the agreement under which they are received.

B. Assumptions

1. Should a major emergency or disaster occur, donations may be given/delivered to our County whether or not they are requested. In large quantities, such donations may overwhelm the capability of the local community to handle and distribute them.

2. In a catastrophic disaster affecting the jurisdiction, local government and local volunteer groups and agencies may be adversely affected and may not be able to cope with a sizable flow of donations.

3. Donated goods may be offered to local volunteer groups or simply delivered to local government. Donations of cash for disaster victims may be made to local government.

4. Many individuals donate goods that are not needed by disaster victims or offer services that are not needed in the recovery process. Receiving and sorting unneeded goods or hosting volunteers who do not have needed skills wastes valuable resources; disposing of large quantities of unneeded goods can be a lengthy and very costly process.

5. In some cases, the amount of donations received by a community may relate more to the media attention the emergency situation receives than the magnitude of the disaster or the number of victims.

6. The problem of unneeded donations can be reduced, but not eliminated, by developing and maintaining a current list of disaster needs, screening donation offers, and providing information to potential donors through the media on current needs and those items and services that are not required.

7. Most personal donations are given little expectation of return other than the personal satisfaction of giving and perhaps some acknowledgment of thanks. However, some donations may be unusable, have "strings attached," or not really be donations at all. They may**:**

    a. Be given with an expectation of some sort of repayment, publicity, or a tax write-off.

    b. Be items that are out-of-date (such as expired foodstuffs or pharmaceuticals) unusable (broken furniture; dirty or torn clothing) or unsuitable (food that requires refrigeration, winter coats in August).

    c. Be volunteer services that do not meet the announced or advertised expectations or capabilities; skilled trades that are not properly licensed or certified.

    d. Be provided illegally as a ruse in a fraudulent process to obtain money from disaster victims.

    e. Be offered at a "discount" to disaster victims, with any real savings being minimal or nonexistent.

    f. Be offered in limited quantity as a deception to simply show an "association" with government or disaster relief as a basis for future advertising or publicity.

8. Donated goods may arrive in the local area without warning, day or night. Delivery drivers will want to know where they should deliver their load and who will unload it. They typically want their cargo off-loaded quickly so they can minimize down-time.

9. Donations will frequently arrive unsorted and with minimal packaging and markings. Donations may be packed in boxes, crates, barrels, or garbage bags; some items may be in bins or on pallets. When such goods are received, they must typically be sorted, repackaged and labeled, temporarily stored, and then transported to distribution points to be picked up by disaster victims.

10. Donors may want to:

a. Know what is needed in the local area -- cash, goods, and/or services.

b. Know how they should transport their donation to the local area, or if there is someone who can transport it for them.

c. Start a “drive for donations” to help disaster victims, but have no knowledge of what to do and how to do it.

d. Earmark their donation for a specific local group or organization, such as a church, fraternal society, or social service agency, or want to know to who, specifically, received their donation.

e. Have their donation received by a local official and/or receive a letter of appreciation or public recognition.

f. Want to be fed and provided with lodging if they are providing volunteer services.

11. Disaster victims may:

a. Desire immediate access to donations before they are sorted and ready to be disseminated at appropriate distribution points.

b. Believe that the donations have not been or are not being distributed fairly if they do not have information on the process of distributing donations.

c. May have unmet needs which can be satisfied by additional donations.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of our donations management program are to:

1. Determine the needs of disaster victims and inform potential donors of those needs through the media and a variety of other means.

2. Receive, process, and distribute goods and cash donations to victims that can be used to recover from a disaster.

3. Accept offers of volunteers and donated services that will contribute to the recovery process.

4. Discourage the donations of goods and services that are not needed, so that such donations do not in themselves become a major problem.

B. Operational Concepts

1. Hidalgo County does not wish to operate a system to collect, process, and distribute donations to disaster victims. Such a system is best operated by community-based organizations and other volunteer organizations that have successfully handled donations in the past. However, experience has shown that volunteer groups can be overwhelmed by the scale of donations and need certain government assistance (such as traffic control, security, and help in identifying facilities to receive, sort, and distribute donated goods); additionally, large numbers of donations may be sent to the local government itself. Hence, local government desires to coordinate donation management efforts with volunteer organizations and agencies.

2. Recognized local and national charities e.g., community-based organizations American Red Cross and the voluntary (disaster relief) agencies Salvation Army have been accepting, handling, and distributing donations for many years. These agencies are skilled in the donations management process, and they should be the first recourse for collecting and managing donations after a major emergency or catastrophic disaster. Donors outside the local area should be encouraged to work through recognized community, state, or national social service organizations or voluntary human resource providers in the community in which they live. These organizations are capable of receiving donations in areas across the State or nation and then earmarking assistance for a particular disaster.

3. Donations of cash to American Red cross and the Salvation Army for disaster relief allows those organizations to purchase the specific items needed by disaster victims or provide vouchers to disaster victims so that they can replace clothing and essential personal property with items of their own choosing. Cash donations also reduce the tasks of transporting, sorting, and distributing donated goods. Therefore, cash is generally the preferred donation for disaster relief.

C. Donations Management Program

The donations management program for Hidalgo County is composed of several organizational elements and several operating units that are activated as needed at a level suitable for the anticipated workload. The organizational elements include the Donations Coordinator, Donations Steering Group, and the Unmet Needs Committee. The operating units include: a Donations Operations Office, a Resource Staging Area, a Phone Bank, one or more Distribution Points, and a Volunteer Center.

1. Organizational Elements

   a. Donations Coordinator (DC). A Donations Coordinator shall coordinate the donation management efforts of volunteer groups and local government. The Donations Coordinator should be appointed in writing by the County Judge when this annex is initially published and a replacement should be appointed in writing whenever there is a vacancy in this position. See Appendix 4, Tab A, for a sample of the DC appointment letter.

   b. Key Donations Management Personnel. Key donations management personnel should, to the extent feasible, be identified in advance so that they can receive

training and assist in the development of operating procedures. In addition to the Donations Coordinator, key personnel include the individuals who will supervise operation of the Resource Staging Area, Phone Bank, Volunteer Center, and Distribution Point(s), as well as the Donations Financial Manager. See Appendix 4, Tab C, for the list of key donations management personnel.

c. Donations Steering Group (DSG). The DSG provides policy guidance and general direction for the donations program. Composed of representatives of local volunteer groups and appropriate government officials, it meets periodically to plan for donation management operations. Group members should be selected prior to a disaster, but it may be desirable to update and expand membership once a disaster occurs. Oftentimes the core of the Group is an existing association of local volunteer agencies such as the Voluntary Organizations Active in Disaster (VOAD). The Donations Coordinator is responsible for organizing the DSG and normally chairs the Group. See Appendix 4, Tab B for the DSG membership roster. When a disaster has occurred, the DSG should meet regularly to address policy issues and coordinate the solution to major challenges.

d. Unmet Needs Committee. The function of the Unmet Needs Committee is to assist disaster victims who need assistance that local government has been unable to provide. The DC is expected to assist in forming the Committee as soon as a disaster occurs. The Committee may continue to operate for an extended period. The Unmet Needs Committee should consist of representatives from organizations that have provided or can provide money, manpower, or materials to assist in disaster relief. Members would typically include:

1) Representatives of local volunteer organizations.
2) Representatives of the local ministerial alliance.
3) Representatives of corporations that have donated money, staff, or goods for disaster relief.
4) Other interested parties that have donated to disaster relief.

Although the DC should assist in forming the Unmet Needs Committee, its chair should be elected by the members and preferably be a highly regarded and well known local citizen who does not have other major commitments. As this Committee will decide which individuals receive supplemental aid, it is generally inappropriate for government officials to serve as members of this Committee. If they do, they should play a non-voting advisory or support role only. See Appendix 4, Tab D, for Unmet Needs Committee membership.

2. Operating Units

All of the operating units listed below are established after a disaster has occurred. To facilitate rapid activation of the units, suitable local facilities for each unit should be identified in pre-emergency preparedness planning; see Appendix 4, Tab 1. Some of the operating units listed below may be collocated if suitable facilities are available; for example, the Volunteer Center may be collocated with the Resource Staging Area, if a facility that provides sufficient warehouse and office space is available. In coordinating use of facilities, it is important that those providing facilities understand that some of these facilities may need to continue operations for an extended period – possibly several months. All of these facilities will be largely staffed by volunteers.

a. The Donations Operations Office.

1) The Donations Operations Office coordinates operation of the donations management program in the aftermath of a disaster; it further:

a) Maintains a Current Needs List that identifies donations that are needed and donations that are not needed. (See Appendix 1 for a sample of a Current Donations Needs List.)

b) Maintains a record of the following, as appropriate:

(1) Phone responses and referrals.
(2) Cash donations received and distributed.
(3) Donated goods received and distributed.
(4) Volunteer workers utilized and tasks accomplished.

c) Handles correspondence related to the donations management program.

d) Ensures an appropriate accounting and disbursing system is established for any cash donations received (see Appendix 4, Tab J).

e) Works closely with the Public Information Officer (PIO) to ensure donation needs, information on the availability of donated goods, and pertinent information on the operation of the donations management program is provided to the media for dissemination to the public.

2) See Appendix 4, Tab E, for information on the operation of the Donations Operations Office and the facilities, equipment, and staffing required.

b. Phone Bank

1) A Phone Bank is normally established to receive and respond to offers of donations and disseminate other disaster-related information. Depending on the goods or services offered and the current local situation, the Phone Bank may refer some donors to other agencies that may be better equipped to handle their donations. The Phone Bank may also be used to provide disaster-related information to callers.

2) Donation offers received by phone for goods and services on the Current Needs List will normally be recorded on a Record of Donation Offer, which will be provided to the Donations Operations Office for follow-up action. See Appendix 2 for an example of the Donation Offer Record.

3) The Phone Bank should work closely with the Hidalgo County Emergency Operations Center (EOC) to be advised on items needed and not needed; to obtain official, updated disaster relief information for rumor control and victim assistance referrals; to provide data for government situation reports; etc.

4) See Appendix 4, Tab G, for information on the operation of the Phone Bank and the facilities, equipment, and staffing required.

c. Resource Staging Area (RSA)

1) An RSA may be established to receive, sort, organize, repackage if necessary, and temporarily store donated and other goods and then transport them to Distribution Points where victims can pick them up.

2) It is normally located outside of the disaster area and is operated by volunteer workers. Because of their expertise in warehouse management, the Adventist Community Services (ACS) has an agreement with the State to operate regional RSAs, and they also can be asked to operate a local community's RSA.

3) A regional RSA may be established to serve a group of affected communities. If a regional RSA is established, volunteers from those communities that receive goods from the facility will normally participate in its operation.

4) See Appendix 4, Tab F, for information on the operation of the RSA and the facilities, equipment, and staffing required.

d. Distribution Points

1) Distribution Points are sites from which ready-to-use goods (received directly from donor agencies or from an RSA or cash vouchers will be distributed to disaster victims.

2) They are typically operated by local community-based (volunteer) organizations, nationally-recognized volunteer agencies such as The Salvation Army (TSA) and the American Red Cross (ARC).

3) Distribution points are generally located in proximity to areas where disaster victims are living. They may be housed in facilities owned by volunteer groups or local government or in donated space.

4) See Appendix 4, Tab H, for information on the operation of Distribution Points and the facilities, equipment, and staffing required.

e. Volunteer Center

1) The Volunteer Center is a facility where spontaneous, emergent, unaffiliated volunteers are assembled, registered, assigned recovery tasks, and provided logistical and other support. Volunteers may be assigned to operate various donation management facilities, to provide direct assistance to victims (such as clean-up and home repair), or to assist government departments in recovery operations.

2) The Volunteer Center should be located in reasonable proximity to the disaster area, but not in that area.

3) See Appendix 4, Tab I, for information on the operation of the Volunteer Center and the facilities, equipment, and staffing required.

D. Actions by Phases of Emergency Management

Donations Management, as a function, primarily occurs during the recovery phase of an emergency. However, some donations management activities should occur during the preparedness and response phases of emergency management.

1. Preparedness

    a. Appoint a Donations Coordinator and establish the DSG to oversee pre-disaster donations management planning and assign responsibilities for various donations management activities.

    b. Prepare and update this annex to outline local donations management plans.

    c. Identify possible sites for the Donations Operations Office, Phone Bank, RSA, Distribution Points, and a Volunteer Center.

    d. Develop tentative operating procedures for the Phone Bank, RSA, Distribution Points, and Volunteer Center and determine how those facilities will communicate with each other.

    e. Identify and coordinate with those volunteer organizations that could provide assistance in operating the jurisdiction's donations management program.

    f. Brief elected officials, department heads, and local volunteer groups on a periodic basis about the local donations management program.

    g. Brief the local media so they understand how the donations program will work so they can be prepared to advise the public of specific donation needs, discourage donations of unneeded items, disseminate information on the availability of donated goods, and provide other information as applicable.

    h. Brief citizen groups on how they can contribute to disaster relief with their donations and how a donations management program typically operates.

    i. Include consideration of donation management in local emergency management exercises to test donations management plans and procedures.

    j. Ensure contingency procedures are established for rapidly activating a bank account to receive and disburse monetary donations.

2. Response

    a. Review the donations management program with senior government officials.

    b. Activate the DSG.

    c. Identify and prepare specific sites for donations management facilities and begin assembling needed equipment and supplies.

    d. Identify and activate staff for donations management facilities.

e. Provide the media (through the PIO) with information regarding donation needs and procedures, and regularly update that information.

3. Recovery

a. The DSG should determine which donations management facilities will and will not be activated.

b. Set up the donations management facilities that are activated and determine how each facility will be logistically supported.

c. Staff donations management facilities with volunteer or paid workers, conducting on-the-job training as needed.

d. Collect, sort, store, distribute, and properly dispose of donations, if necessary.

e. In coordination with the PIO, provide regular updates to the media on donations procedures, progress, status, and the Current Needs List (goods and services that are needed and not needed).

f. Continually assess donations management operations and determine when the donations management facilities should close down or be consolidated and when the donations management program can be terminated.

g. Keep records of donations received and, where appropriate, thank donors.

h. Activate the Unmet Needs Committee to provide continuing assistance to victims in need, depending upon the donations available.

i. Maintain accounts of expenses, individual work hours, etc. Donations activities and functions are not generally reimbursable; however, if certain expenses are considered for reimbursement, accurate records will have to be submitted.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. The organization for donations management in the aftermath of a disaster shall consist of the organizations and facilities described in this annex, supplemented by government personnel and other resources where needed, available and appropriate. The organizations described in this annex are composed largely of volunteers; the facilities described in this annex will be primarily operated by volunteers.

2. Our normal County emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, will carry out government activities in support of donation management.

3. The County Judge is responsible for managing donations (cash or goods) that are made to the County government for disaster relief, subject to any regulations that may be enacted by the Commissioner's Court.

4. The County Judge shall appoint a Donations Coordinator to manage the overall donations program and coordinate the efforts of volunteer groups and local government. The Donations Coordinator may be a volunteer or government employee familiar with the role of volunteer organizations active in disasters. As the Emergency Management Coordinator (EMC) has demanding duties during emergency response and recovery, the EMC should not be appointed as the Donations Coordinator.

B. Task Assignments

1. The County Judge will:

   a. Appoint a Donations Coordinator. See Appendix 4, Tab A.

   b. Ensure that a donations management program that coordinates the efforts of volunteer groups and local government, is planned and ready for activation.

   c. Monitor the operation of the donations management program when activated.

2. The Donations Coordinator (DC) will:

   a. Coordinate planning for and oversee the operation of the donations management program.

   b. Prepare and keep current this annex.

   c. Designate members of the DSG, with the advice of senior local officials and local volunteer groups, and chair that group.

   d. Identify, in conjunction with appropriate senior local officials and the DSG, individuals for the following key donations management positions:

      1) Volunteer Coordinator
      2) Resource Staging Area Manager
      3) Phone Bank Supervisor
      4) Donations Financial Manager

   e. Develop and maintain, in coordination with the DSG, a Donations Management Operations Guide (Appendix 4 to this annex) as a separately published document. In the pre-emergency phase, this Guide will contain general planning information with respect to facilities, equipment, staffing, and general operating guidance. When the donations management program is activated, the Guide will be updated with specific facility and equipment information, updated staff rosters, and detailed operating procedures; copies of the document will be provided to all key donations management program personnel. In the pre-emergency phase, the Guide shall include:

1) Potential locations for the Volunteer Center, RSA, Phone Bank, Distribution Points, and Donations Operations Office.
2) Equipment requirements for the facilities listed above.
3) Supply requirements for the facilities listed above.
4) Skeleton staff rosters for the facilities listed above.
5) A list of organizations that could potentially provide volunteers to staff the facilities listed above.

f. Determine, in conjunction with the County Attorney, the procedures for preparing for and handling liability issues involving volunteers that are assisting the County in donations management operations. Since these individuals may be performing volunteer services directly for the County, they may be entitled to medical coverage; accident and injury claim compensation; workers compensation coverage; reimbursement for stolen property; or even restitution for inappropriate comments, discrimination, or harassment.

g. Provide the media, in coordination with the PIO, information on donations management for dissemination to the public.

h. Provide local government officials with regular reports on donations management operations.

i. Ensure required donations system-related records are maintained.

3. The Donations Steering Group (DSG) will:

a. Assist the Donations Coordinator (DC) in developing a donations management program for Hidalgo County and in preparing operating procedures for the donations management functions.

b. Meet regularly to coordinate, update, and collaborate on the donations system and operational process before, during, and after a disaster.

c. Assist the DC is determining which donations management functions should be activated after a disaster occurs.

d. Provide advice to the DC on suitable candidates for managing the various donations management functions.

e. Assist in locating volunteers to work in the donations management functions.

f. Assist the Donations Operations Office in maintaining records on donations activities.

g. Provide information to donors regarding voluntary agency operations and needs through the Donations Phone Bank.

h. Work together to determine the best method for handling and distributing large-volume or high-value donations received from the public or corporate entities.

i. Help the DC make decisions on when to terminate or consolidate donations management functions.

4. The Volunteer Coordinator will:

   a. Select a site for a Volunteer Center and coordinate equipping and staffing the facility.

   b. Develop operating procedures for and train staff to operate the Volunteer Center.

   c. Supervise Volunteer Center operations.

   d. Prepare and keep current Tab I to Appendix 4.

5. The Resource Staging Area (RSA) Manager will:

   a. Select a site for an RSA and coordinate equipping and staffing the facility.

   b. Develop operating procedures for and train staff to operate the RSA.

.

   c. Supervise RSA operations.

   d. Prepare and keep current Tab F to Appendix 4.

6. The Phone Bank Supervisor will:

   a. Select a site for a Phone Bank and coordinate equipping and staffing the facility.

   b. Develop operating procedures for and train staff to operate the Phone Bank.

   c. Supervise Phone Bank operations.

   d. Prepare and keep current Tab G to Appendix 4.

7. The Donations Financial Officer will:

   a. Establish a Donations account for receiving monetary donations.

   b. Establish specific wording for the *"Pay to the Order of"* line for all checks and other securities so that appropriate information can be provided to potential donors.

   c. Ensure written disbursing procedures are prepared in close coordination with the Unmet Needs Committee so account disbursing officials have a clear mandate on how to prepare assistance checks (e.g., when, how much, to whom, etc.).

VII. DIRECTION and CONTROL

A. General

1. The County Judge is responsible for all governmental activities involved with the jurisdiction's donations management system.

2. The DSG, chaired by the DC, will provide general guidance for donations management operations.

3. The DC will manage the donations management program, supervise key donations management program personnel, and coordinate the efforts of volunteer groups and local government.

4. The work of volunteers and paid government employees at a donations management facility will be directed by the supervisor of that facility.

5. Volunteers working as an integral part of a recognized volunteer group (e.g., the Red Cross, the Adventist Community Services, The Salvation Army, etc.) will respond to direction from those organizations.

6. Each individual supervising a donations management function will select an appropriate assistant or designee to run the operation in his or her absence.

B. Coordination

1. The DC will work out of and communicate from the Donations Operations Office, which should be located in or adjacent to the Hidalgo County Emergency Operations Center (EOC) if possible.

2. Each volunteer group assisting in the disaster will designate a specific individual with authority to accept task assignments and coordinate its activities with the Donations Operations Office.

VIII. INCREASED READINESS LEVELS

A. Level IV – Normal Conditions

See actions recommended in the preparedness activities in Section V.D.1.

B. Level III – Increased Readiness

1. Monitor the situation and inform key donations management personnel of the potential for activating all or portions of the donations management system.

2. Review donation management procedures for currency.

3. Check recall rosters for accuracy and update as required.

C. Level II – High Readiness

1. Continue to monitor the situation.

2. Alert key donations management staff for potential operations.

3. Ensure source lists for volunteer workers are up-to-date.

4. Check potential donations operations facilities for accessibility and availability.

D. Level I - Maximum Readiness

1. Continue to monitor the situation.

2. Activate key donations management staff to update planning.

3. Make tentative donations management facility selections.

4. Review equipment and supply status and alert providers of possible need.

5. Alert organizations that provide volunteer workers of possible activation.

IX. ADMINISTRATION & SUPPORT

A. Reporting

1. During emergency operations, the Donations Operations Office shall compile and provide a daily summary of significant donations management activities to the EOC for use in staff briefings and inclusion in periodic Situation Reports (see Annex N). If the EOC has been deactivated, a periodic summary of activities will be provided to local officials and the heads of volunteer organizations participating in the recovery process.

2. Donations management facilities, if government-operated, shall provide a daily report of their activities to the Donations Operations Office. Such reports will include the following information:

   a. Phone Bank

      1) Number of calls by type (donation offer, vendor capabilities, requests for information, etc.)
      2) Significant donations offered and their disposition
      3) Major issues or challenges

   b. RSA

      1) Number and type of bulk donations received (truckloads, pallets, etc.)
      2) Significant donations and disposition
      3) Goods delivered to distribution points (truckload, pallets, boxes)
      4) Unneeded goods delivered to other agencies
      5) Current hours of operation
      6) Number of persons employed (volunteers and paid workers)
      7) Major operational activities
      8) Support activities (feeding, lodging, etc.)
      9) Major issues or challenges

   c. Distribution Points

1) Number of customers served
2) Hours of operation
3) Number of workers (volunteers and paid workers)
4) Major issues or challenges

d. Volunteer Center

1) Hours of operation
2) Number of volunteers assigned to tasks
3) Number of workers within the facility
4) General types of jobs to which workers have been dispatched
5) Support activities (feeding, etc.)
6) Major issues or challenges

e. Financial Accounting

1) Cash received
2) Cash distributed
3) Major issues or challenges

B. Records

1. Activity logs - Each donations facility will maintain a log of major activities at that facility, location including activation and deactivation, arrivals and departure of staff, receipt of or return of major equipment, and the commitment of people, equipment, or materials to specific tasks.

2. The Donations Steering Group shall appoint a Secretary to provide a written record of the policies formulated and activities undertaken at meetings of the Group. Those records shall be maintained by the DC.

3. The Unmet Needs Committee shall appoint a Secretary to maintain a written record of its actions. When the recovery process is completed, those records shall be turned over to the DC for retention.

4. Documentation of costs – Expenses incurred in operating the donations management system are generally not recoverable. However, in the event state and/or federal reimbursement is considered, accurate records would need to be provided. Therefore, all government departments and agencies should maintain records of personnel and equipment used and supplies consumed during donations management operations.

C. Resources

Government resources that may be needed to operate the donations management system are listed in Annex M, Resource Management.

D. Post Incident Review

The Basic Plan provides that the County Judge or EMC shall organize and conduct a review of the emergency operations in the aftermath of major emergency or disaster operations.

The purpose of this review is to identify needed improvements in this plan, its procedures, its facilities, and its equipment. When the donations management system has been activated after a major emergency or disaster, donations management program personnel shall participate in the review.

E. Training

1. The DC should attend training in donations management. Such training is offered by the Governor's Division of Emergency Management and a number of volunteer groups.

2. Donations management facility supervisors are responsible for providing on-the-job training for individuals who will be working in the facility.

F. Exercises

Local drills, tabletop exercises, functional exercises, and full-scale exercises should periodically include a donation management scenario based on the anticipated hazards which could be faced by this jurisdiction.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. The Donations Coordinator is responsible for developing and maintaining this annex. Recommended changes to this annex shall be forwarded as needs become apparent.

B. This annex will be revised annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

C. Individuals, departments, agencies, and volunteer organizations assigned responsibilities in this annex are responsible for developing and maintaining appropriate standard operating procedures (SOPs) to carry out those responsibilities.

XI. REFERENCES

A. FEMA, *Donations Management Guidance Manual*, Feb 1995
B. FEMA, *Donations Management Workshop (Student Manual)*, Oct 1997
C. FEMA, *Donations Management Workshop (Toolbox)*, Oct 1997
D. FEMA, *Support Annex (DM-1)*, Apr 1999

APPENDICES:

1 ..... Current Donation Needs List
2 ..... Sample Record of Donation Offer
3 ..... Sample Public Information Release
4 ..... Donations Management Operations Guide (published separately)

Tab A Letter of Appointment – Donations Coordinator
Tab B Donations Steering Group Members
Tab C Key Donations Management Personnel

Tab D	Unmet Needs Committee
Tab E	Donations Operations Office
Tab F	Resource Staging Area
Tab G	Phone Bank
Tab H	Distribution Points
Tab I	Volunteer Center
Tab J	Handling Cash Donations

SAMPLE
CURRENT DONATION NEEDS LIST
Hidalgo County

As of Date/Time: _____

1. Needed

a. **Goods**

b. **Services**

2. Unneeded:

SAMPLE
RECORD OF DONATION OFFER

Call received by: _____ Date: _____ Time: _____

Donor Name and Information: Salutation: _____

First Name: _____ Last Name: _____

Title: _____ Organization: _____

Phone 1: _____ Phone 2: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____

Country: _____

☐ Donated (free) ☐ Goods or ☐ Services

☐ Commercial (vendor) ☐ Goods or ☐ Services

Type of Resource: (e.g., people, food, equipment): _____

Category: (e.g., clothing, water, bedding): _____

Sub-category: (e.g., shoes, blankets, chairs): _____

Description/Notes: _____

_____

_____

Total Quantity: Units (#): _____ Measure (e.g., box, each): _____

Packaging _____ Amount (#): _____ Size (e.g., can, dozen, gallon): _____

Palletized: Yes No Transportation required: Yes No

Refrigeration required: Yes No Restrictions: Yes No

Resource Location: _____

Estimated Value: _____ Available until: _____

Follow-up required: Yes No Action taken: _____

_____

_____

SAMPLE
PUBLIC INFORMATION RELEASE

Hidalgo County

(Date)

FOR IMMEDIATE RELEASE

FOR MORE INFORMATION, CONTACT: County Public Information Officer

We are receiving citizen and community inquires regarding the name of disaster. The calls primarily involve citizens who want to offer assistance or make donations to the name of disaster] victims. It is important that such good intentions do not create the potential for a disaster within a disaster. Therefore people who wish to offer assistance should do so in as effective a manner as possible.

Individuals or organizations that want to provide assistance to victims of the (name of disaster) should first work through their local disaster relief organizations. These may include the American Red Cross, The Salvation Army, the Texas Baptist Men Feeding Organization, the Adventist Community Services, the Second Harvest Food Banks, etc. People can find these organizations listed in the Telephone Book Yellow Pages under "Social Service Organizations."

Cash is the best contribution since items can be purchased within the affected areas to meet the specific needs of victims. To contribute cash, contributions should be sent to the precise organization name, address, and account number where cash contributions should go.

If people prefer to donate goods or service, they should still work through their local disaster relief organizations. These organizations know the immediate needs of people in the affected areas, how best to meet those needs, and how to ensure assistance is appropriate, adequate, and delivered to the right places. The disaster relief organizations can tell potential donors what is needed and what is not needed and how to package and transport those goods that are needed to the disaster area.

We encourage people not to send unsolicited donations to the disaster area. Unsolicited donations may not reach the proper people or even would meet their current needs. If donors plan to travel to the disaster area, they may find that lodging and other services are unavailable and they may add to problems in the disaster area rather than helping.

Attention News Editors and Directors: *Please assist us in publicizing this information relating to donations for the [name of disaster]. We would like to encourage donations of goods and services that are needed, while discouraging donations that cannot be used and that may add to the problems that already exist. You can also help us by discouraging sightseers from driving into the disaster area*

Appendix 4
to
Annex T
Donations Management

DONATIONS MANAGEMENT OPERATIONS GUIDE

Hidalgo County

Jurisdiction

Ver 2.0
03/06

DONATIONS MANAGEMENT

OPERATIONS GUIDE

1. This Guide is intended to provide information on donations management personnel and facilities and operating guidance for the donations management program. The Guide is Appendix 4 to the Donations Management Annex, but is published separately because it contains names, contact information, and facility data that change frequently.

2. In the pre-emergency phase, the Guide should be at least partially completed to provide contact information for the Donations Steering Group and other key donations personnel, to describe the functions to be performed by donations management operating units, to outline facility and equipment requirements for each unit, identify candidate facilities, and to describe the general operating process at each facility. In this phase, a Donations Coordinator should be appointed (include appointment letter in Tab A to this Guide) and Donations Steering Group members and key donations management personnel identified (complete Tabs B and C to this Guide). The Guide may be further developed during the pre-emergency phase; the Donations Coordinator should maintain it with the assistance of the Donations Steering Group. Copies will be provided to members of the Donations Steering Group, key donations management personnel, and the Emergency Management Coordinator.

3. When a disaster occurs, the Guide will be updated to identify specific facilities to be used in the donations management effort, to include staff rosters for each facility, and to include operating procedures developed for each facility. Tabs D through I should be completed during this phase. It is anticipated that the Guide will have to be regularly updated during the recovery phase to keep it current. Copies of the Guide will be distributed to members of the Donations Steering Group, key donations management personnel, the Unmet Needs Committee, and the Emergency Management Coordinator, and other local officials. Copies may also be distributed to those volunteer groups supporting local donations management operations.

4. Contents of this Guide include:

Tab A	Donations Coordinator – Sample Letter of Appointment
Tab B	Donations Steering Group
Tab C	Key Donations Management Personnel
Tab D	Unmet Needs Committee
Tab E	Donations Operations Office
Tab F	Resource Staging Area (RSA)
Tab G	Phone Bank
Tab H	Distribution Points
Tab I	Volunteer Center
Tab J	Handling Cash Donations

DONATIONS COORDINATOR

SAMPLE LETTER OF APPOINTMENT

Effective this date, I have appointed Mario Betancourt as the Donations Coordinator (DC) for the County of Hidalgo. The above-designated individual will supervise the entire donations management program for Hidalgo County using both my guidance and the recommendations of the Donations Steering Group, if one is formed.

The DC will provide additional guidance, direction, and supervision to all functions of the County's donations management program which are activated during and after a major emergency or disaster and fall under the jurisdiction of this Hidalgo County.

The DC will additionally work closely and collaborate with all recognized voluntary agencies in Hidalgo County that will be helping victims during and after a disaster.

This appointment will remain in force until terminated by either party.

_____ _____

(Signature of County Judge) (Date)

DONATIONS STEERING GROUP

1. The Donations Steering Group should consist of local government officials, community leaders, and designated members of the community-based (volunteer) organizations American Red Cross and the voluntary agencies Salvation Army who would have an interest in setting policy for and being a part of the donations management program if conditions warrant that it be operated by the Hidalgo County government.

2. The following are typical organizations, donations management personnel, and other officials that should be represented on the Donations Steering Group:

   a. Donations Coordinator – Directs donations management operations

   b. Volunteer Coordinator – Obtains/manages volunteers who donate time and services

   c. Representatives from community-based (volunteer) organizations such as:

      1) Local volunteer center
      2) Faith-based organizations
      3) Local ministerial alliance
      4) Clubs and organizations having a charitable mission as a part of their activities (e.g., Jaycees, Scouts, Lions Clubs, fraternities, sororities, Kiwanis, Shriners, Masons, Knights of Columbus, Telephone Pioneers, etc.)

   d. Representatives from local chapters of national voluntary agencies such as:

      1) American Red Cross (ARC)
      2) The Salvation Army (TSA)
      3) Texas Baptist Men (TBM)
      4) Adventist Community Services (ACS)
      5) Area Food Banks (i.e., America's Second Harvest)
      6) Humane Society
      7) Church World Service (CWS)
      8) United Methodist Committee on Relief (UMCOR)
      9) Radio Emergency Associated Communications Teams (REACT)
      10) Catholic Charities
      11) St. Vincent de Paul Society

   e. Public Works Director – Assists in receiving, storing, sorting, transporting, and distributing donated resources

   f. Donations Financial Officer – Records, handles, and disburses monetary donations

   g. Law Enforcement Representative – Coordinates security for government-supplied resources, donated goods, the Resource Staging Area, the Phone Bank, the Volunteer Center, Distribution Points, etc.

   h. Public Health Officer – Certifies specialized medical volunteers and the use or disposition of donated foods and medical supplies

   i. Public Information Officer – Works with the media on donations announcements/pleas

DONATIONS STEERING GROUP MEMBERS

1. (AGENCY / DEPARTMENT)
Representative's Name/Title:
Agency Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

2. (AGENCY / DEPARTMENT)
Representative's Name/Title:
Agency Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

3. (AGENCY / DEPARTMENT)
Representative's Name/Title:
Agency Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

3. (AGENCY / DEPARTMENT)
Representative's Name/Title:
Agency Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

4. (AGENCY / DEPARTMENT)
Representative's Name/Title:
Agency Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

5. (AGENCY / DEPARTMENT)
Representative's Name/Title:
Agency Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

6. (AGENCY / DEPARTMENT)
Representative's Name/Title:
Agency Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

7. (AGENCY / DEPARTMENT)
Representative's Name/Title:
Agency Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

KEY DONATIONS MANAGEMENT PERSONNEL

1. **Donations Management Coordinator:**
   Agency Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

2. **Asst. Donations Management Coordinator:**
   Agency Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

3. **Volunteer Coordinator:**
   Agency Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

4. **Resource Staging Area (RSA) Manager:**
   Agency Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

5. **Donations Financial Manager:**
   Agency Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

6. **(Other Key Donations Manager):**
   Agency Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

7. **(Other Key Donations Manager):**
   Agency Address:
   Office Phone: Cell: Pager:. Fax:
   E-mail Address:

8. **(Other Key Donations Manager):**
   Agency Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

9. **(Other Key Donations Manager):**
   Agency Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

UNMET NEEDS COMMITTEE

1. During the recovery process, after all the disaster relief organizations and the state and/or federal government have provided monetary and other assistance to the disaster victims, there will still be those individuals and families who, for various reasons, need additional help in recovering from a disaster.

2. The Unmet Needs Committee is a group of representatives (generally from community-based relief organizations, established disaster relief agencies, the ministerial alliance, the local council of churches, local foundations, civic clubs, local businesses, etc.) who meet together to consider individual cases where the victims' needs are significantly greater than the government and charitable assistance being provided.

3. The representatives on the Committee are from organizations that can provide money, manpower, and/or materials for disaster relief. If an organization does not provide one of the 3-Ms above, then that organization should not be a member of the Unmet Needs Committee, or at least not a voting member.

4. The Unmet Needs Committee is generally chaired by a person elected by its members. Preferred candidates are local individuals who are well-known and respected, have exhibited successful organization leadership and collaboration skills in the past, and are not currently government officials.

5. A typical method of processing an "unmet needs request" by the Committee would be:

   a. Any member of the Committee can submit a "request," and as such, will be designated as the "advocate agency" for that particular unmet needs case.

   b. The Red Cross generally develops all cases in which the disaster victim has received the maximum Individual Family Grant award.

   c. A "request" should consist of the following:

      1) A signed request by the victim asking for additional assistance
      2) A verification of the loss incurred
      3) A compilation of the specific disaster-caused needs of the victim
      4) A recap of the assistance already provided by the various disaster relief agencies, the State, and the federal government
      5) The current financial status of the victim (the individual must sign a "Release of Confidential Information" form)

6. The advocate agency will present the individual case, and the Committee will review it. Each agency representative on the Committee will determine whether his or her agency can provide additional assistance to what has already been provided.

7. If the stated need is still unmet, and donations (money, resources, and/or manpower) are still available to help satisfy that need, then an appropriate portion of the available donations will be provided.

8. If cash is the type of donation that is considered best to satisfy the need, then, based upon the concurrence of the Committee members, the chair of the Committee will authorize the donations account bank managers to disburse the appropriate funds to the victim.

9. If the monetary donation is to be used by a vendor to provide services, a two-party check is often appropriate to preclude misuse of the donated funds (i.e., the check is made out to both the victim and the vendor).

DONATIONS OPERATIONS OFFICE

1. **Purpose**

   The Donations Operations Office is the primary function established to set up and operate the Hidalgo County's Donations Management program/system.

   The Donations Operations Office coordinates and collaborates with the volunteer agencies on the Donations Steering Group to set policy and establish donations management procedures.

   The Donations Operations Office performs as the liaison between the County's Emergency Operating Center (EOC) and the donations management operational entities/functions.

2. **Facilities & Equipment**

   a. The Donations Operations Office should operate in a facility that is located, if at all possible, in proximity to both the Hidalgo County's EOC and the disaster area.

   b. Typical equipment in the Donations Operations Office would be:

      1) Sufficient desks, tables, and chairs for staff personnel
      2) A large conference room (for daily meetings of the Donations Steering Group)
      3) Copier and facsimile machine
      4) Sufficient phones for personnel
      5) Computers (with Internet access) and printer
      6) Break area with microwave, refrigerator, and sink

3. **Staffing**

   See Attachment 1.

4. **Operations**

   The Donations Operations Office should accomplish the following:

      1) Select which donations management facilities/functions will operate for the disaster
      2) Work closely with local government officials on disaster-related activities
      3) Facilitate regular meetings of the Donations Steering Group
      4) Provide operational policy for the operational donations management facilities
      5) Coordinate with the [County/City] EOC to assess donations needed/not needed, and to obtain the latest disaster-related information for relay to callers
      6) Coordinate with the volunteer agencies to determine updated referral numbers and other key information
      7) Ensure the County Financial Officer is dealing with the issue of cash donations (e.g., account number, check address, disbursement policies, etc.)
      8) Work with the Hidalgo County Public Information Officer to prepare public service announcements and media pleas

9) Perform as the webmaster for the disaster web site, if one is established
10) Maintain updated records on all donations (e.g., cash, goods, and volunteers)
11) Operate as the initial Phone Bank if one is needed
12) Assist in coordinating transportation issues with the Resource Staging Area and Distribution Points
13) Assist in establishing an Unmet Needs Committee, if one is required
14) Prepare “letters of thanks” as appropriate

Attachment 1
Donations Operations Office Staffing

1. **Donations Operations Office Supervisor**
   Name:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

2. **Donations Operations Office Staff**
   Name:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

3. **Donations Operations Office Staff**
   Name:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

4. **Donations Operations Office Staff**
   Name:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

5. **Donations Operations Office Staff**
   Name:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

RESOURCE STAGING AREA (RSA)

1. Purpose

A Resource Staging Area (RSA) is established to receive, sort, organize, repackage if necessary, and temporarily stores donated goods and then transport them to Distribution Points where victims can pick them up. A regional RSA area may be established by the State to serve a group of affected communities. If a regional RSA area is established, volunteers from those communities that receive goods from the facility will normally participate in its operation.

2. Facilities & Equipment

a. General facility requirements are outlined below. Vacant warehouses and large stores are frequently used (see Attachment 1 for candidate facilities).

1) Sufficient space (50,000-100,000 square feet) with hard flooring (for forklifts)
2) Several loading docks
3) Heated/cooled storage and work areas and some type of office space
4) Refrigerated area for selected foods and medicines
5) Large, paved parking lot for numerous commercial trucks to maneuver and park
6) Adequate power
7) Security fencing with entry point and perimeter lighting

b. General equipment/supply requirements are:

1) Phone service
2) Adequate lighting for work areas
3) Sufficient desks and chairs
4) Long (raised to chest-height) tables for sorting and packaging incoming goods
5) Packaging materials (e.g., special cartons, binding tape, shrink-wrap, steel bands with binder, etc.)
6) Drinking water and restrooms
7) Copier and fax machine
8) Computers (with Internet access) and printer
9) Pallet jacks
10) Forklifts (electric or natural gas if used inside closed building)
11) Medium-sized (bread) trucks with an elevator lift if possible, for transporting goods from the RSA to distribution facilities
12) Designated area/location for fueling distribution trucks (e.g., government facility)

Note: If volunteer workers will be living at the facility, then showers, a food preparation/dining area, and a separate sleeping area are desirable.

3. Staffing

See Attachment 2.

4. Operations

a. Pre-emergency Phase:

1) Identify facilities in the local area that could serve as an RSA.
2) Keep current telephone numbers of the lessors/realtors/owners that could provide the status of applicable facilities.
3) Develop a method for determining the availability status of a potential facility in the event a disaster has occurred or is occurring.

b. Set-Up:

1) Locate an available facility and obtain authority/permission for its use.
2) Equip the facility (basic requirements are outlined above).

c. Develop guidelines for:

1) Obtaining and recording costs for fuel used in distribution trucks
2) Ensuring proper certifications for drivers of all RSA–associated trucks
3) Ensuring proper training of forklift operators
4) Recording the receipt, storage, and distribution/disposition of donated goods
5) Training, maintaining the status of, and assigning jobs to volunteer workers

Attachment 1
Proposed Resources Staging Areas

1. **Proposed RSA 1:**
   Manager/Lessor/Seller:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

2. **Proposed RSA 2:**
   Manager/Lessor/Seller:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

3. **Proposed RSA 3:**
   Manager/Lessor/Seller:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

4. **Proposed RSA 4:**
   Manager/Lessor/Seller:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

5. **Local Real Estate Agents Handling Commercial Real Estate:**

   Name:
   Point of Contact:
   Phone:

   Name:
   Point of Contact:
   Phone:

6. **Local Office of Economic Development and/or Chamber of Commerce:**

   Name:
   Point of Contact:
   Phone:

   Name:
   Point of Contact:
   Phone:

Attachment 2
Resource Staging Area Staff

1. **Equipment Unit Manager:**
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

2. **Phone Line/Equipment Unit Manager:**
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

3. **Transportation Unit Manager:**
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

4. **Security Unit Manager:**
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

5. **Support Unit Manager:**
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

PHONE BANK

1. Purpose

a. To provide the capability to handle a large number of phone calls during and after a disaster from donors and other persons that are overloading emergency operations center (EOC) capabilities.

b. Calls can generally be classed into four types:

1) Donors providing a donation, starting a "drive," or wanting to know how best to donate
2) Vendors wanting to provide services or materials at a reduced cost to the disaster victims
3) Drivers, en route to the disaster area, desiring to know where they should deliver their cargo, who will off-load it, etc.
4) Persons, including disaster victims, seeking disaster-related information

2. Facilities & Equipment

See Attachment 1.

3. Staffing

See Attachment 2.

4. Operations

a. Set-Up

1) Locate the building/room(s) for the Phone Bank.
2) Obtain an "800" toll free number.
3) Obtain the appropriate number of incoming and outgoing phone lines (if they are not the same) based on the numbers of incoming calls anticipated and the types of outgoing calls to be made.
4) Obtain corresponding switching equipment so incoming calls can be distributed equally.
5) Obtain appropriate answering equipment (phone instruments, headsets, etc.).
6) Obtain appropriate furniture for operators (desks, chairs, cubicles, etc.).
7) Select and train personnel.
8) Designate an area or room from which the Donations Steering Group can operate.
9) Prepare complete donations-related Phone Operator Guides with referral numbers.
10) Prepare training agenda and conduct training as appropriate.

b. Operations

1) Alert pre-certified phone operator volunteers for duty; obtain additional volunteers or paid personnel.
2) Prepare duty times and schedules (based on anticipate incoming calls).

3) Consider security of workers (especially at night).
4) Consider accommodations for disabled workers.
5) Consider parking accessibility (especially at night and for older or disabled workers).
6) Prepare a phone recording device on the 800 line for responding to donors during non-operational hours.
7) Record donations-related information:
   a) A listing of donations offered
   b) Information on donors
   c) Donations referrals
   d) An updated resources database derived from vendors
   e) Thank You Letters sent
8) Prepare procedures for dealing with donations collection and transportation issues such as steering donor “drives” to be more productive, assisting truck drivers en route in finding the donations drop-off point, etc.

Attachment 1
Proposed Phone Bank Locations

1. **Proposed Phone Bank 1:**
   Manager/Lessor/Seller:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

2. **Proposed Phone Bank 2:**
   Manager/Lessor/Seller:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

3. **Proposed Phone Bank 3:**
   Manager/Lessor/Seller:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

Attachment 2
Phone Bank Staffing

1. **Operations Unit Manager:**
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

2. **Phone Line/Equipment Unit Manager:**
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

3. **Support Equipment Unit Manager:**
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

4. **Donations Coordination Team (DCT) Leader:**
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

DISTRIBUTION POINTS

1. **Purpose**

   a. Distribution Points are locations where disaster victims pick up donated goods, materials, and supplies, etc. after a disaster strikes.

   b. The Donations Coordinator (Mario Betancourt) should work closely with the applicable voluntary agencies to determine where exactly these distribution points will be.

   c. In the event that a distribution site is not established, then the County of Hidalgo will need to establish one to distribute any goods received.

2. **Facilities, Equipment, & Supplies**

   See Attachment 1.

3. **Staffing**

   These facilities are generally operated by either local community-based organizations or nationally-recognized voluntary organizations and agencies. These voluntary organizations will initially use their own trained personnel for distribution operations and solicit volunteers from the community and other sources to assist as needed.

4. **Operations**

   a. Since local distribution operations are generally conducted by the volunteer agencies, the procedures for such operations would be the ones already used by the particular agency operating the distribution point (e.g., The Salvation Army, the American Red Cross, the Adventist Community Services, etc.).

   b. The Adventist Community Services has special expertise in managing, handling, sorting, storing, and distributing large volumes of donated goods, especially those that may not have been requested. Coordination with that agency for assistance is encouraged.

Attachment 1
Distribution Point Locations

1. **Proposed Distribution Point 1:**
   Agency/Organization in Charge:
   Site Manager:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

2. **Proposed Distribution Point 2:**
   Agency/Organization in Charge:
   Site Manager:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

3. **Proposed Distribution Point 3:**
   Agency/Organization in Charge:
   Site Manager:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

VOLUNTEER CENTER

1. Purpose

a. The Volunteer Center is a facility where spontaneous, emergent, or unaffiliated volunteers are assembled and assigned tasks to assist the disaster victims or the community as a whole.

b. The Volunteer Center performs several functions, including:

1) Task Identification – Determining exactly what needs to be done and the types of individuals and services needed to do the job.
2) Registration – Identifying volunteers and checking their background, skills, credentials, and providing appropriate identification badges.
3) Dispatch – Matching jobs with skills and directing volunteers where to go to complete the needed task(s).
4) Communications – Working between the Volunteer Center and disaster scene operations to ensure volunteers are being used effectively.
5) Support – Established to provide food, water, lodging, transportation, first aid, and appropriate tools (shovels, chainsaws, gloves, back braces, etc.) to assist volunteer disaster workers.

2. Facilities & Equipment

Pre-Emergency Planning

1) Determine potential locations for the Center (civic center, churches, recreation centers). If possible, the facility should have:
   a) An office area
   b) A kitchen, dining area, and restroom facilities
   c) A sufficient parking area for large numbers of people arriving in cars, vans, trucks, buses, etc.

2) Make arrangements in advance to use suitable facilities. See Attachment 1 for a list of candidate facilities.

3) Identify nearby sources of potential volunteer workers. See Attachment 3.

3. Staffing

See Attachment 2.

4. Operations

a. Facility Set-Up. Obtain the following in the event the Volunteer Center is activated:

1) Sufficient phone lines and phone instruments to conduct volunteer operations, and sufficient furniture, desks, chairs, etc. to accommodate workers and staff
2) Copier and fax machine

3) Computers (with Internet access) and appropriate printer
4) Capability to produce security access badges
5) Tools with appropriate markings to preclude theft
6) Vehicles (vans, buses, etc.) to transport volunteer workers to and from the Volunteer Center and the work sites
7) Temporary floor coverings (plastic, etc.) for protecting the high traffic areas in the event the Volunteer Center is located in a special-use building (e.g., church, etc.)

b. Facility Operation

1) An Administrative function to in-process volunteer workers; to determine their job interests, skills, and certifications; to issue security badges; etc.
2) A Dispatch function to catalog what jobs exist, to match the volunteer workers with the appropriate tasks to be accomplished, and to issue appropriate tools for the job (e.g., gloves, saws, brooms, rakes, shovels, etc.)
3) A Support function to provide meals, drinks, etc. for the workers both at the Volunteer Center and their workplaces

Attachment 1
Volunteer Center Locations

1. **Proposed Site 1:**
   Name of Manager/Lessor/Seller:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

2. **Proposed Site 2:**
   Manager/Lessor/Seller:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

3. **Proposed Site 3:**
   Manager/Lessor/Seller:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

4. **Proposed Site 4:**
   Manager/Lessor/Seller:
   Address:
   Office Phone: Cell: Pager: Fax:
   E-mail Address:

Attachment 2
Volunteer Center Staffing

Site Manager Contact:
Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

Alternate Site Manager Contact:
Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

Dispatch Unit Manager:
Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

Equipment Unit Manager:
Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

Support Unit Manager:
Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

Attachment 3
Potential Sources of Volunteer Workers

Name of Organization:
Point of Contact:
Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

Name of Organization:
Point of Contact:
Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

Name of Organization:
Point of Contact:
Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

Name of Organization:
Point of Contact:
Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

Name of Organization:
Point of Contact:
Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

Name of Organization:
Point of Contact:
Address:
Office Phone: Cell: Pager: Fax:
E-mail Address:

HANDLING CASH DONATIONS

1. Cash donations are frequently the best type of donation since the money received can easily be used by the recipient organization to assist disaster victims in purchasing goods and clothing, obtaining transportation, repairing their home, etc.

2. Donors should be encouraged to contribute cash, not to the county, but rather to the local community-based organizations or the voluntary disaster relief agencies (e.g., the American Red Cross (ARC), The Salvation Army (TSA), Adventist Community Services (ACS), America's Second Harvest (Food Banks), Texas Baptist Men, United Methodist Committee on Relief (UMCOR), Radio Emergency Associated Communications Team (REACT), St. Vincent de Paul Society, B'nai B'rith, and others).

3. Cash donations should generally not be accepted by the Hidalgo County since the management of donated disaster funds by the government often turns to be a "lose-lose" proposition in that the disbursal of these funds can rarely, if ever, be carried out in an equitable manner that is sufficient to satisfy all the recipients and non-recipients.

4. If, however, unsolicited funds are received and accepted (i.e., not returned) by the Hidalgo County, then the subsequent steps should be followed:

   a. A separate bank account with an appropriate account number should be established.

   b. Persons, corporations, organizations, etc. wishing to donate cash should know exactly who to make the check out to, the appropriate address to which the check should be sent, and any other information needing to be written on the check to validate and enhance its processing.

   c. The same applies to other forms of donated securities such as stocks, bonds, etc.

   d. Procedures should be written to clearly show:

      1) How the account will be managed.
      2) Who will establish and maintain the account.
      3) Under what authority.
      4) Who will give the approval to the bank account managers for disbursal.
      5) What will be the exact process used to authorize disbursal.
      6) By what method is the payment made (two-party check, etc.).

   e. The person(s) authorized to disburse the funds should be a neutral party and not associated with the recipients, the government, or any other person or entity that could prejudice the disbursement of monies or otherwise indicate impropriety.

AI-3918 **10.B.**

2006 Homeland Security Grant Budget Amendment

CC REGULAR

Date: 05/22/2007
Submitted By: Belinda Alvarez, COUNTY JUDGE
Submitted For: A. A. Tony Pena, Jr.
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Approval of 2007 appropriation of funds for the 2006 Homeland Security Grant (1283) in the amount of $4,053.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 1283-331-10-110-068-8-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2006 Homeland Security-Revenue in the amount of 4,053.00. New account needs to be created.

Attachments

Link: 3918 BA Co. Judge-Homeland Security 5-22-07

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 09:37 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/17/2007 10:41 AM	APRV
3	Purchasing Department		05/17/2007 10:41 AM	NEW
4	Auditor's Office		05/17/2007 10:41 AM	
5	Court Administrator		05/17/2007 10:41 AM	

Form Started By: Belinda Alvarez Started On: 05/16/2007 02:31 PM
Final Approval Date: 05/17/2007

DATE: May 16, 2007 **AI 3918**

DEPARTMENT HEAD: A. A. Tony Pena, Jr.

DEPARTMENT NAME: County Judges Office of Emergency Management

ACCOUNT NUMBER: 7-1283-429-10-110-068-8-xxx

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1283-429-10-110-068-8-613	2006 Homeland Security - Safety Supplies	$ 4,053.00
- - - -		
- - - -	TOTAL APPROPRIATIONS	4,053.00
- - - -		
- - - -		
- - - -		
7-1283-331-10-110-068-8-000	2006 Homeland Security - Revenue	4,053.00
- - - -		
- - - -	TOTAL REVENUE	4,053.00
- - - -		
- - - -		
- - - -		
- - - -		
TOTAL BUDGET INCREASE REQUEST		$ 4,053.00

REASON: To appropriate the Homeland Security 2006 Grant awarded on May 1, 2007. Performance period is July 1, 2006 to February 28, 2008.

There are no areas in my current budget to reduce in order to fund the above mentioned item's).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **____/____/____ DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: SFA-CA-016

REVISED: 05/01/2000

AI-3951 **10.C.**

VINE

CC REGULAR

Date: 05/22/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Discussion, consideration and action to enter into the Texas VINE Annual Maintenance Grant Contract - fiscal year 2008 with the Office of the Attorney General of Texas.

BACKGROUND

Fiscal Impact

Attachments

Link: Maintenance Grant Contract Info

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 02:44 PM	APRV
2	Dale Kennan	Dale Kennan	05/18/2007 03:53 PM	APRV
3	Purchasing Department		05/18/2007 05:34 PM	NEW

Form Started By: Roxanne De La Garza Started On: 05/17/2007 11:14 AM
Final Approval Date: 05/18/2007

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

RECEIVED
MAY 15 2007
COUNTY JUDGE

May 14, 2007

The Honorable Juan Salinas
Hidalgo County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Dear Judge Salinas:

On behalf of the Attorney General we are pleased to provide Hidalgo County with an opportunity to continue participating in the Texas statewide VINE system beginning on September 1, 2007 and ending on August 31, 2008. The program provides an invaluable safety net for crime victims and a useful tool for criminal justice and victim service professionals.

Judge, it is important that you and the Commissioners, the Sheriff, the District Attorney, the Auditor, and the District Clerk to be aware of the County's duties and responsibilities described in the *Maintenance Grant Contract.* I refer specifically to:

- Exhibits A and B attached to the Texas SAVNS Maintenance Grant Contract.
- Section 2-COUNTY OBLIGATIONS
- Section 3-SCOPE OF SERVICES.
- Section 8-TERMINATION and Subsection 8.1-TERMINATION FOR CONVENIENCE
  If you determine that Hidalgo County will not continue participation during fiscal 2008, it is necessary for you to advise this office and Appriss, in writing by **June 29, 2007**, of your intention to withdraw.

Enclosed you will find the following documents:

Three (3) originals of your 2008 Texas SAVNS Maintenance Grant Contract.

All three contracts attached, must be signed by you (in blue ink if possible) and returned to us in a complete package to: Mr. Chris Gersbach, Office of the Attorney General, 300 West 15th Street – MC:004, Austin Texas 78711. They need to arrive here no later than **June 29, 2007**. Upon approval by the OAG, an executed copy of the contract will be returned to you along with forms and instructions on the proper invoicing process.

Appriss, the certified Texas VINE vendor, will be sending you three original Renewal Notice Agreements for fiscal 2008. Please return one original Services Agreement to Appriss, keep an original for your records, and send the third original to this office under separate cover.

Thank you for your on-going support of Texas VINE. If you have any questions, please contact Mr. Chris Gersbach at 512-936-1653 or by e-mail at chris.gersbach@oag.state.tx.us.

Sincerely,

Herman Millholland, Director
Crime Victim Services Division

OFFICE *of the* ATTORNEY GENERAL

GREG ABBOTT

Texas VINE
Annual Maintenance
GRANT CONTRACT
Fiscal Year 2008

Hidalgo County

SAVNS GRANT CONTRACT
Maintenance Contract

THIS GRANT CONTRACT, including all attachments, exhibits and schedules attached hereto and incorporated herein by reference (the Agreement), is made and entered into by and between Hidalgo County ("COUNTY") and the Office of the Attorney General of Texas ("OAG"). COUNTY and the OAG may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the covenants, agreements and conditions herein contained, the Parties agree as follows:

1. PURPOSE; CONSTRUCTION OF AGREEMENT

1.1 Purpose.

The purpose of this Agreement is to maintain COUNTY in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime.

To accomplish the public purpose, the OAG will reimburse COUNTY for certain cost incurred in the implementation and operation of its portion of the statewide crime victim notification service *("SAVNS")*.

To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for eligible expenses related to services delivered to COUNTY by the vendor certified by the OAG to provide certain services to the COUNTY.

A Request for Proposals (RFP) for Statewide Automated Victim Services was published November 28, 2005. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim services. The certification is stated in that certain document dated January 13, 2006 and entitled: *Vendor Certification for the Statewide Automated Victim Notification Service.* This document is hereinafter referred to as the "Certification" and is expressly incorporated herein by reference. The vendor certified to provide the services is Appriss, Inc., a Kentucky corporation authorized to do business in Texas ("Certified Vendor").

This Agreement documents the requirements, conditions, obligations, limitations, and other terms for the COUNTY to be eligible for cost reimbursement by the OAG as shown in Exhibit A.

1.2 Construction of Agreement. The provisions of this Section 1 are intended to be a general introduction to this Agreement, and to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed consistent with the objectives, expectations and purposes stated in this Section 1. All Exhibits and Schedules attached hereto are hereby incorporated by reference herein in their entirety for all purposes.

2. COUNTY OBLIGATIONS

2.1 Services Agreement. COUNTY will execute a Services Agreement with the Certified Vendor to provide services consistent with the Certification document. The COUNTY Services Agreement will include terms and conditions that are intended to provide the COUNTY such rights and remedies as are necessary to ensure the delivery of the services in accordance with the **Scope of Services** section herein. For the convenience of COUNTY, a template services agreement is made available to COUNTY. The OAG is not acting as an attorney for the COUNTY, therefore the COUNTY is advised to have attorneys of its choice to review and modify the template services agreement to protect the interest of the COUNTY and to assure that the services will be delivered according the Certification document. The contract between the COUNTY and Certified Vendor is referred to as "Services Agreement".

2.2 Maintenance. COUNTY agrees to maintain the services in a manner consistent with the Scope of Services and the COUNTY Maintenance Plan.

2.3 Maintenance Plan. By January 1, 2008 COUNTY shall send a copy of the COUNTY Maintenance Plan to the OAG that at a minimum is designed to:

1. Make available offender information that is timely, accurate and relevant to support the victim notification services;

2. Verify the Certified Vendor's performance according to COUNTY Services Agreement;

3. Satisfactorily discharge such COUNTY obligations as described in the COUNTY Services Agreement; and

4. Identify and commit of staff resources and equipment necessary to maintain the services as further described herein.

2.4 Monitoring of Services; Statewide Stakeholders. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the services on a statewide basis. COUNTY may reasonably agree to designate third-parties to assist COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3. SCOPE OF SERVICES

3.1 Statewide Deliverables. The services are described by two sets of documents: (1) the Statewide Deliverables, and (2) the COUNTY Deliverables. The Statewide Deliverables describe the services and structure of the victim notification system on a statewide basis. The OAG may update or modify the Statewide Deliverables from time to time by the OAG; with input from the Statewide Stakeholders Committee, when appropriate. The Statewide Deliverables include:

S-01	Service Specification
S-02	Questionnaire Template
S-03	Statewide Implementation Plan
S-04	Stakeholder Communication Plan

S-05	Call Center Infrastructure
S-06	County Implementation Plan Template
S-07	Web Sites(s)
S-08	Statewide Promotions Package
S-09	Internal Test Guide
S-10	Statewide Implementation Status Reports
S-11	Service Level Standards
S-12	Service Performance Reports
V-01	Vendor Certification

The Statewide Deliverables are incorporated herein by reference.

3.2 COUNTY Deliverables. The COUNTY deliverables reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY (COUNTY Deliverables). COUNTY deliverables include:

C-02	County Implementation Plan
C-03	County Infrastructure
C-04	Application Interface
C-05	Customer Verification Plan
C-06	County Support Document
C-07	County Promotions Package
C-08	Production Notice
C-09	County Web Access

County will implement these deliverables through the COUNTY Services Agreement. After these deliverables are completed and approved by COUNTY, these COUNTY deliverables are incorporated herein by reference.

3.3 Service Levels. Certain standards and levels of performance to be provided by the Certified Vendor to COUNTY are described in the Statewide Deliverable S-11, Service Level Standards and the COUNTY Services Agreement. Other standards and levels of performance are described in the other Statewide and COUNTY Deliverables. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor.

The COUNTY will:

1. Execute a County Services Agreement Renewal Notice with Appriss, the Texas SAVNS certified vendor, for the current State of Texas Fiscal Year.

2. Each month, inspect, monitor and verify the performances required within Section 4 of the County Services Agreement and Sections 2 and 3 of this OAG Agreement.

3. Verify, record and file at least eight information and notification events each month. At least three of those events must be notifications and all must include court

information if available.

4. Verify that the County input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.

5. Establish a County VINE log for the purpose of recording all problems noted with the system; to whom the problem was referred, and when the problem was resolved.

6. Provide periodic written reports (forms provided by OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.

7. The County Judge may delegate the responsibility for assuring these activities are accurately reported to the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.

8. Allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Data Extract. To the extent permitted by law, COUNTY agrees to provide the OAG with a copy of data transmitted by COUNTY to the Certified Vendor. COUNTY authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor COUNTY performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.5 COUNTY Scope of Services Obligations. For the purpose of this Agreement, the requirements, duties and obligations contained in the Statewide Deliverables, COUNTY Deliverables, Service Levels and other requirements of this Section 3 are collectively referred to as the "Scope of Services". As a condition of reimbursement, County agrees to faithfully, timely and in a good-and-workman-like manner implement and maintain the services in compliance with the Scope of Services.

4. GENERAL STANDARDS

4.1 Limitation of Liability, Service Period (Term) and Option to Extend Service Period (Term). Those provisions of this Agreement are contained in the attached Exhibit A.

4.2 Federal and State Laws, Rules and Ordinances. COUNTY will comply with all applicable federal and state statutes, rules and regulations, including, but not limited to, the Office of Management and Budget (OMB) Circulars and Uniform Grant Management Standards (UGMS), as applicable.

4.3 Applicable Laws and Regulations Regarding Funding Sources. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this Agreement.

COUNTY agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, and UGMS, as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office. COUNTY also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreement §__.14. (Exhibit B)

4.4 Signature of County on this Agreement. The signature of the authorized representative of COUNTY is a certification by the COUNTY to comply with the applicable certifications and assurances, as stated in this Agreement, including the attached Exhibits.

5. REIMBURSEMENT

5.1 Grant Contract Not Entitlement or Right. COUNTY understands and agrees that reimbursement from grant funds is not an entitlement or right. COUNTY further understands and agrees that it may not be reimbursed for costs incurred during the grant term or expenses paid during or subsequent to the grant term unless the COUNTY strictly complies with all terms, conditions, and provisions of this Agreement.

COUNTY understands and agrees that it will not be reimbursed for the cost of vendor services provided or delivered before the commencement date of this contract unless approved by OAG.

5.2 Reimbursement; COUNTY Service Contract. In accordance with the provisions of the attached Exhibit A, the OAG will reimburse COUNTY such actual, reasonable and necessary amounts expended, subject to the limitations in Section 4.1, for the COUNTY Service Contract.

5.3 Reimbursable Cost; Generally. Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY, subject to the limitation of liability in Exhibit A, for such actual, reasonable and necessary amounts expended in the performance of this Agreement. Only those costs allowable under applicable cost principles are eligible for reimbursement under this Agreement. The COUNTY acknowledges that it is a sub-recipient of state and/or federal funds. Therefore, the following cost principles, audit requirements, and administrative requirements shall apply:

Cost Principles**	Administrative Requirements**	Audit Requirements**
OMB A-87 as modified by UGMS	OMB A-102 as modified by UGMS	OMB A-133 as modified by UGMS
Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783	Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783	Texas State Single Audit Circular

** If federal funds are identified in Exhibit A, additional exhibits may be attached.

Copies of these documents referenced above will be provided to the COUNTY by OAG upon request and are incorporated by reference as a part of this Agreement.

Before incurring any out-of-state travel expenses, the COUNTY must obtain prior written authorization for that travel from the OAG.

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated by the COUNTY within the applicable contract period prior to claiming reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must be liquidated no later than 30 calendar days after the end of the applicable contract period.

If the COUNTY expends $500,000 or more in state or federal financial assistance during its fiscal year, it shall arrange for a Single Audit of that fiscal year. The audit must be conducted by an independent auditor and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities.

If the COUNTY is expending less than $500,000 in total state or federal financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

For purposes of this Article, the COUNTY shall comply with the applicable OMB Circulars with the following modifications: All references to "Federal Grantor Agency(ies)" shall be expanded to read "Federal or State Grant Agency(ies)." All references to "Federal Grant Funds" or "Federal Assistance" shall be expanded to read "Federal and State Assistance;" "Federal Law" shall be expanded to read "Federal or State Law;" and all references to "Federal Government" shall be expanded to read "Federal or State Government," as applicable.

In procuring any audit services required by this contract and/or by law, the COUNTY shall comply with applicable state procurement procedures, as well as any requirements found in UGMS regarding such procurement.

COUNTY will not supplant [use funds from this Agreement to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Agreement] but rather shall use funds from this Agreement to supplement existing funds. COUNTY shall use the funds from this Agreement to increase state or local funds currently available for a particular activity. COUNTY will make a good faith effort to maintain its current level of support. COUNTY may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Agreement.

The COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses. Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

1. Thirty (30) days after the issuance of the audit report; or

2. Within nine (9) months after the end of the audited fiscal year for those COUNTY whose fiscal year begins on or after October 1.

The COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant access to all program delivery sites to representatives of the State of Texas and/or the OAG.

6. Invoice for Reimbursable Cost

6.1 Time Period and Form of Invoice. COUNTY should refer to the attached Exhibit A for specific invoicing procedures and specific requirements.

The form of any invoice for reimbursement of expenses submitted under this section must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis.

Each invoice presented must include the OAG's contract number. The invoice must identify COUNTY's Texas Identification Number (VIN), a description of the expense, and a notation that the requested reimbursement in regards to the Crime Victim Services Division, Victim Notification Services Grants.

6.2 Timing of Invoice. The COUNTY shall submit its claims for reimbursement to the OAG within twenty (20) calendar days following the end of the month that a reimbursable expenditure was incurred. The COUNTY may submit a make-up claim as a final close-out invoice not later than the earlier of (1) forty-five (45) calendar days after termination; or (2) forty-five (45) calendar days after the end of a state fiscal biennium.

6.3 Direct Deposit. The COUNTY may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing the COUNTY with copies of reimbursement vouchers.

6.4 Excess Payments; Refund; Setoff. Payment under this Agreement will not foreclose the right of the OAG to recover excessive or unallowable payments from the COUNTY. The COUNTY shall refund to the OAG within thirty (30) calendar days from date of the OAG's request to repay the OAG any funds the COUNTY claimed and received from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement.

The OAG will have the right to withhold all or part of any future payments to the COUNTY to offset any reimbursement made to the COUNTY for any excessive or ineligible expenditures not yet refunded to the OAG by COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of the COUNTY.

6.5 Limited Pre-Reimbursement Funding to COUNTY. In lieu of the reimbursement processes

addressed above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to COUNTY. The provisions of this Agreement are contained in the attached Exhibit A.

7. NOTICES

7.1 Information, Excluding Invoices. All correspondence, reports or notices, except invoices, must be submitted to:

Texas SAVNS Project Director
Office of the Attorney General
Crime Victims Services Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

7.2 Invoices. All invoices must be submitted to:

Grants/Contracts Financial Management
Office of the Attorney General
Crime Victim Services Division, Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8. TERMINATION

8.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this Agreement in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to other party.

8.2 Termination for Cause. In the event that COUNTY fails to perform or comply with an obligation of the terms, conditions and provisions of this Agreement, the OAG may, upon written notice of the breach to COUNTY, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

8.3 Rights Upon Termination or Expiration. Upon termination or expiration of this Agreement, the OAG will not reimburse COUNTY, if after the notice of termination or expiration of this Agreement, the COUNTY thereafter receives services from the certified vendor.

If the COUNTY terminates for convenience under section 8.1, or if the OAG terminates under section 8.2 before the purpose of this Agreement is accomplished, then the OAG may require the COUNTY to refund all or some of the grant funds paid under this Agreement.

The following terms and conditions survive the termination or expiration of this Agreement: Section 3.4, Data Extract; Section 4.1, Limitation of Liability; Section 9, Intellectual Property; Section 10, Audit;

Section 18, Governing Law and Venue.

Upon the OAG request, the COUNY shall deliver to the OAG all work product, deliverables, equipment, all files, records, reports, data, intellectual property license or right and other documents obtained, used, prepared or otherwise developed by COUNTY in the performance of the scope of work authorized by this Agreement shall vest in the OAG, and upon request of the OAG shall be delivered to the OAG within thirty (30) business days after expiration or termination. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of the work product or other deliverable made the subject of this Agreement.

Any termination of this Agreement will also be forwarded by the terminating party to the Certified Vendor.

9. Intellectual Property. The COUNTY understands and agrees that where funds obtained under this Agreement may be used to produce original books; manuals, films, or other original material and intellectual property, the COUNTY may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and COUNTY hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this Agreement.

The COUNTY may publish at its expense the results of its contract performance if it first obtains prior OAG review of that publication or the applicable federal agency. Any publication (written, visual, or sound) must include acknowledgment of the support received from the OAG and the appropriate state or federal grant, if applicable. At least three (3) copies or more if requested, of any such publication must be provided to the OAG or the applicable federal agency. All copies shall be provided by the COUNTY free of charge.

10. AUDIT RIGHTS; RECORDS RETENTION

10.1 Duty to Maintain Records. COUNTY shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Agreement. COUNTY also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Agreement.

10.2 Records Retention. COUNTY shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this Agreement, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

10.3 Audit Trails. COUNTY shall maintain appropriate audit trails to provide accountability for

updates to mission critical information, charges, procedures, and performances. Audit trails maintained by COUNTY will, at a minimum, identify the supporting documentation prepared by COUNTY to permit an audit of the system by tracing the activities of individuals through the system. COUNTY's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. COUNTY agrees that COUNTY's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

10.4 Access. COUNTY shall grant access to and make available copies of all data extracts described in Section 3.4, paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Agreement and the operation and management of COUNTY to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this Agreement shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. COUNTY will direct any contractor to discharge COUNTY's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this Agreement.

10.5 Location. Any audit of documents listed in Section 10.4 shall be conducted at the COUNTY's principal place of business and/or the location(s) of the COUNTY's operations during the COUNTY's normal business hours and at the OAG's expense. COUNTY shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on COUNTY's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 10.

10.6 Reimbursement. If an audit or examination reveals that COUNTY's invoices for the audited period are not accurate, COUNTY shall promptly reimburse OAG for the amount of any overcharge, unallowable or excessive amount.

10.7 Reports. COUNTY shall provide to OAG periodic status reports in accordance with OAG's audit procedures regarding COUNTY's resolution of any audit-related compliance activity for which COUNTY is responsible.

11. Independent Contractor Status and General Liability Provision. COUNTY shall be deemed to be an independent contractor hereunder and shall not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG. COUNTY agrees to take such steps as may be necessary to ensure that each contractor of COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG. All persons furnished, used, retained, or hired by or on behalf of COUNTY or any of its subcontractors shall be considered to be solely the employees or agents of COUNTY or such subcontractor, and COUNTY shall be responsible for ensuring that there is payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

12. **Publicity.** COUNTY and/or COUNTY's contractors shall not use the OAG's name or refer to the other Party directly or indirectly in any media release, public service announcement or public service disclosure relating to this Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not effect COUNTY's obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

13. **Amendment.** This Agreement shall not be modified or amended in any way except in writing, signed by an authorized person of the Parties for that express purpose. Any properly executed modifications or amendments of this Agreement shall be binding upon the Parties and it presumed to be supported by adequate consideration. Any attempted modification or amendment of this Agreement that does not comply with this Section will be deemed voidable at the sole option of the OAG.

14. **Non-waiver.** The failure of any party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Agreement. No term or provision of this Agreement or of any document incorporated herein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

15. **Partial Invalidity.** If any term or provision of this Agreement, or of any document incorporated herein by reference is found to be illegal or unenforceable, and provided such term or provision does not render this agreement void, then, this Agreement, and each incorporated document, shall remain in full force and effect and such term or provision shall be deemed to be deleted. To the extent permitted by law, the Parties shall imply a provision to accomplish the Purpose of this Agreement and to the extent possible, accomplish the purposes of the deleted provision.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. **Entire Agreement.** This Agreement, including the Exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (oral or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter.

18. **Governing Law; Venue.** This Agreement is made and entered into in the State of Texas. This Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District and Austin Division, and to the extent permitted by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. COUNTY hereby waives and agrees not to assert by way of

motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that (a) COUNTY is not personally subject to the jurisdiction of the above-named courts, (b) the suit, action or proceeding is brought in an inconvenient forum or (c) the venue of the suit, action or proceeding.

19. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Agreement only in their official capacity.

Office of the Attorney General of Texas	**Hidalgo County, Texas**
by:_____ **Attorney General or his designee**	**by:**_____ **Judge Juan Salinas**
Date: _____	**Date:** _____

EXHIBIT A – Maintenance Grant

FY 2008 Grant Contract - SAVNS
Hidalgo County

Population Size: Large

The OAG will reimburse COUNTY for allowable SAVNS expenditures as follows:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds Available
Standard Maintenance Phase	$25,817	$ 4,291	12	$30,108

Service Period (Term). The Service Period (Term) of this Agreement shall commence on the later of September 1, 2007 or the date of the signature by the OAG executing this Agreement, (being the date shown on this Agreement as the date executed by OAG); and unless terminated earlier as provided by another provision of this Agreement, this Agreement will terminate August 31, 2008.

The maximum number of months is provided above. If this Agreement does not commence before September 1, 2007, then the portion of any partial month thereafter will be a prorated amount of the monthly amount as determined by the OAG. The OAG is not obligated to pay for services prior to the commencement or after the termination of this Agreement.

No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Service Period (Term). Nothing herein shall prevent the parties from revising the Service Period (Term) of this Agreement by a written amendment.

Option to Extend Service Period (Term). This Agreement may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this Agreement.

Limitation of Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY for any type of liability directly or indirectly arising out of this Agreement and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance herein shall not exceed THIRTY THOUSAND ONE HUNDRED EIGHT and NO/100 DOLLARS ($30,108)for the Service Period (Term) described in this Agreement.

The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purports to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this provision. The parties acknowledge and agree that nothing in this

Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

The parties stipulate and agree that funding for this Agreement is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance pursuant to this Agreement. The parties further stipulate and agree that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the Purpose of this Agreement.

Time Period and Form of Invoice. It is possible that a change to the Texas statutory provisions may occur that would require a change in the service model presently employed by the State of Texas to accomplish the *SAVNS system.*

In the event there IS NO CHANGE to the Texas statutory provisions that would require a change in the service model presently employed by the State of Texas to accomplish the SAVNS system: The OAG's liability to pay and the COUNTY's ability to seek reimbursement will be in (1) time-period of up to 12-months period of time. Upon submission and approval of the COUNTY's request for reimbursement, the COUNTY will receive up to the full amount of "Total Grant Funds Available" as noted above.

1. The COUNTY may submit requests for reimbursement from the OAG for the period of time from September 1, 2007, (or a later date if this Agreement is not commenced by September 1, 2007), to August 31, 2008, COUNTY may submit, in accordance with this Agreement, a request for reimbursement to the OAG within twenty (20) calendar days of the COUNTY receiving an invoice from the certified vendor for the period of time covering September 1, 2007 to August 31, 2008.

In the event that there IS A CHANGE to the Texas statutory provisions that would require a change in the service model presently employed by the State of Texas to accomplish the SAVNS system: To allow for greater flexibility to address this possible situation and allow for a transition to a different service model, the OAG's liability to pay and the COUNTY's ability to seek reimbursement will be divided into two (2) six-month periods of time, rather than the one (1) 12-month period of time. Therefore, COUNTY will receive up to one-half of the "Total Grant Funds Available" as noted above per each six-month intervals of time.

COUNTY must submit requests for reimbursement from the OAG in the following sequence and manner:

1. For the period of time from September 1, 2007 (or a later date if this Agreement is not commenced by September 1, 2007), to February 28, 2008, COUNTY may submit, in accordance with this Agreement, a request for reimbursement to the OAG within twenty (20) calendar days of the COUNTY receiving an invoice from the certified vendor for the period of time covering September 1, 2007 to February 28, 2008. The certified vendor's invoice is valid when it is dated after the OAG execution date of this Agreement.

2. For the period of time from March 1, 2008 to August 31, 2008, the COUNTY may submit, in accordance with this Agreement, a request for reimbursement to the OAG within twenty (20) calendar days of the COUNTY receiving an invoice from the certified vendor for the period of time covering March 1, 2008 to August 31, 2008. The certified vendor's invoice is valid when it is dated on or after the first day of February 2008 and payable on March 1, 2008.

Complete invoice submission instructions are described in the Texas VINE Program Request Procedures for FY 2008 Maintenance Expenses packet.

Limited Pre-Reimbursement Funding to COUNTY. This limited funding is not preferred and will be strictly allowed, if at all, upon a showing of the following:

1. The COUNTY must submit written documentation supporting its request:
    a. A fully executed County Services Agreement Renewal Notice with the certified vendor for the time period covered by the pre-reimbursement funding request;
    b. An invoice from the Certified Vendor which includes the dates covered under the Standard Maintenance Phase;
    c. A completed OAG form titled Verification of Continuing Production;
    d. An invoice to the OAG that complies with the requirements of the OAG Template Invoice; and
    e. A written justification explaining the need for pre-reimbursement funding.

The COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the COUNTY'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the COUNTY Service Contract.

Exhibit Applicable to this Agreement. Exhibit B, is attached hereto and incorporated herein, and is applicable to this Agreement. The COUNTY agrees to strictly comply with the requirements and obligation described in Exhibit B.

Exhibit B

The Uniform Grant Management Standards ("UGMS"), Part III, Section _____.14; Promulgated by the Office of the Governor, State of Texas, establish the following assurances applicable to recipients of state grant funds:

(1) COUNTY must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) COUNTY must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

(3) COUNTY must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) COUNTY must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) COUNTY that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. COUNTY shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) COUNTY must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. COUNTY shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) COUNTY will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits

discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) COUNTY, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) COUNTY, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) COUNTY will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) COUNTY will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) COUNTY, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) COUNTY, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) COUNTY, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of

violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) COUNTY, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) COUNTY, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) COUNTY, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) COUNTY, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) COUNTY, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) COUNTY, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) COUNTY, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) COUNTY, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) COUNTY must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

AI-3953 **10.D.**

Edinburg H.S. Video Production Team

CC REGULAR

Date: 05/22/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Approval of Resolution honoring the Edinburg High School Video Production Team.

BACKGROUND

Fiscal Impact

Attachments

Link: Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 02:46 PM	APRV
2	Purchasing Department	Marty Salazar	05/17/2007 04:31 PM	APRV
3	Auditor's Office	Linda Fong	05/18/2007 09:30 AM	APRV
4	Court Administrator	Monica Badillo	05/18/2007 10:04 AM	APRV

Form Started By: Roxanne De La Garza Started On: 05/17/2007 11:27 AM
Final Approval Date: 05/18/2007

RESOLUTION

WHEREAS, The Video Production Team of Edinburg High School consists of Brandi Dominguez, Britney Rocha, and Joaquin Rodriguez; and

WHEREAS, The Video Production Team was to create a 3-5 minutes video public service announcement for a charitable organization in their community; and

WHEREAS, This year the Edinburg High School Video Production Team selected the Edinburg Boys & Girls Club to feature in their presentation for competition; and

WHEREAS, During competition, teams were judges according to their ability to utilize integrated video editing software, develop a storyline with a storyboard and outline, as well as demonstrate scripting techniques to present a clear overall message; and

WHEREAS, The Edinburg High School Video Production team placed 1st at Regional as well as State competition, thus advancing them to Nationals; and

NOW, THEREFORE, BE IT RESOLVED, that the Hidalgo County Commissioners Court hereby recognizes the Video Production Team of Edinburg High School for not only representing Hidalgo County, but the State of Texas at the National Competition in New York and placing 1st in the Nation for Video Production.

Approved this _____ May, 2007

_____
J.D. SALINAS III
County Judge

_____
SYLVIA S. HANDY
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

Attest:

_____
OSCAR L. GARZA, JR.
County Commissioner, Pct. 4

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-3917 **11.A.**

Planning Department

CC REGULAR

Date: 05/22/2007
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. PRELIMINARY APPROVAL
   a. Ranchitos Las Palmas Subdivision – Pct. 4 (Bernardo Chapa)
   b. Rios Apartment Complex Phase I – Pct. 4 (Matias Rios)

2. FINAL APPROVAL WITH FINANCIAL GUARANTEE
   a. Corin Estates Phase I Subdivision – Pct. 4 (JPO Enterprises)

BACKGROUND

Fiscal Impact

Attachments

Link: Ranchitos Las Palmas-Prelim.
Link: Ranchitos las Palmas - plat
Link: Rios Apartmet Complex - Prelim
Link: Rios Apartments - Plat
Link: Corin Estates - Final
Link: Corin Estates - Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 09:34 AM	APRV
2	Dale Kennan	Dale Kennan	05/17/2007 10:02 AM	APRV
3	Purchasing Department	Marty Salazar	05/17/2007 01:07 PM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 09:30 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 10:04 AM	APRV

Form Started By: Nora Cavazos Started On: 05/16/2007 02:31 PM
Final Approval Date: 05/18/2007

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: May 16, 2007

RE: **Ranchitos Las Palmas Subdivision – Pct. 4**
Preliminary Approval

Ranchitos Las Palmas is a eighteen (18) lot subdivision located on the Northwest corner of the intersection with Rogers Road (Mile 18 North Rd.) and Sharp Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 02, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Rogers Road and ten (10) feet on Sharp 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.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Rogers Road and a four (4) inch waterline on Sharp Road that will serve as the primary source of water for the proposed development.

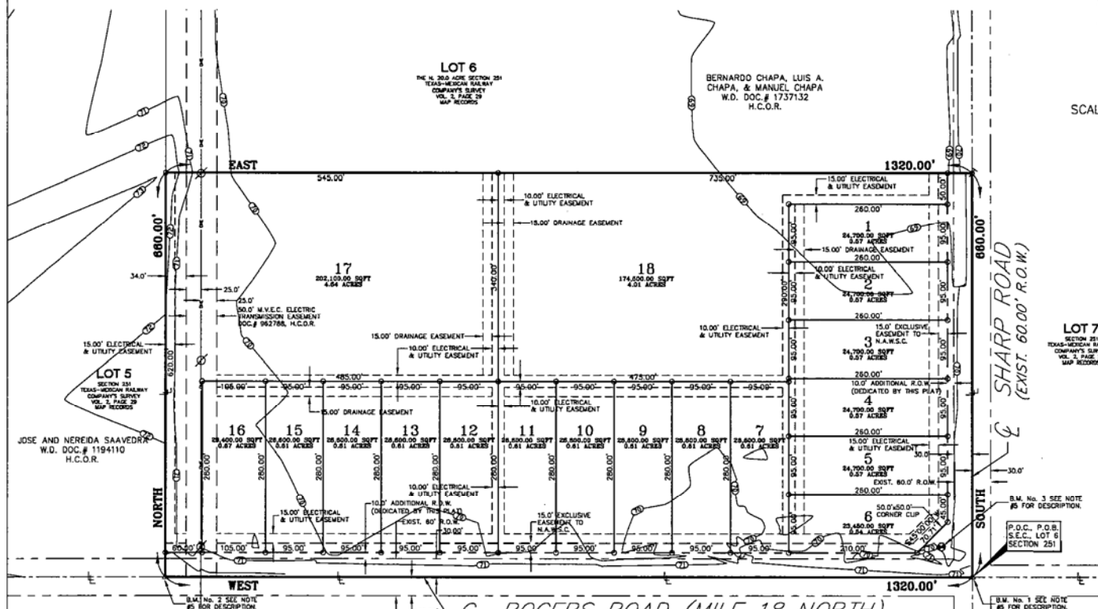
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **May 15, 2007** subject to staff comments and future recommendations by Planning and other departments.

DATE OF PREPARATION: APRIL 16, 2007

RANCHITOS LAS PALMAS SUBDIVISION

THE SOUTH 20.0 ACRES OUT OF LOT SIX (6), SECTION TWO HUNDRED FIFTY-ONE (251), TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



LEGEND

- ● – FOUND 1/2" IRON ROD
- O – SET 1/2" IRON ROD
- ⊕ – FOUND 60-D NAIL
- ⊗ – SET 60-D NAIL
- △ – FOUND CPS
- ⊠ – POWER POLE
- ⋈ – WATER VALVE
- ⊞ – FIRE HYDRANT
- WM – WATER METER
- ○ – IRRIGATION STAND PIPE
- ⊙ – IRRIGATION VALVE
- ——— – CHAIN LINK FENCE
- —OHE— – OVERHEAD ELECTRIC
- ✳ – PALM TREE
- C.P.S. – COTTON PICKER SPINDLE
- R.O.W. – RIGHT-OF-WAY
- EOP – EDGE OF PAVEMENT
- P.O.B. – POINT OF BEGINNING
- P.O.C. – POINT OF COMMENCING
- S.E.C. – SOUTHEAST CORNER
- ng – NATURAL GROUND

METES AND BOUNDS:

THE SOUTH 20.00 ACRES OF LOT 6, BLOCK 251, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 20.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

COMMENCING AT A COTTON-PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF LOT 6, SECTION 251, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, WEST, WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 1320.00 FEET TO A COTTON-PICKER SPINDLE FOUND AT THE SOUTHWEST CORNER OF SAID LOT 6, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH, WITH THE WEST LINE OF SAID LOT 6, AT 30.00 FEET PASS A 1/2 INCH ROD SET AT THE NORTH RIGHT-OF-WAY LINE OF ROGERS ROAD (MILE 18 NORTH), AT 660.00 FEET IN ALL TO A 1/2 INCH ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, EAST, AT 1290.00 FEET PASS A 1/2 INCH ROD SET AT THE WEST RIGHT-OF-WAY LINE OF SHARP ROAD, AT 1320.00 FEET IN ALL TO A 60-D NAIL SET AT THE EAST LINE OF SAID LOT 6, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH, WITH THE EAST LINE OF SAID LOT 6, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES OF LAND MORE OR LESS.

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

RANCHITOS LAS PALMAS SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 ON THE EAST SIDE OF HIDALGO COUNTY, ON THE NORTHWEST CORNER OF SHARP ROAD AND ROGERS ROAD (MILE 18). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORING TO THE U.S. CENSUS BUREAU, THE 2005 POPULATION ESTIMATE IS 62,735. RANCHITOS LAS PALMAS SUBDIVISION FALLS OUTSIDE EDINBURG'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.

NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (hereinafter called "Grantor" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE 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, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO DIRECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN GRANTED, EXCEPT THAT WHEN A PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AND ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO THE CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED, THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT

THIS ____ DAY OF _____, 2007.

BERNARDO CHAPA DATE MANUEL CHAPA DATE

L O T R E S T R I C T I O N E S

A) THE PROPERTY MAY BE USED FOR RESIDENTIAL PURPOSES ONLY AND ONLY ONE SINGLE-FAMILY RESIDENCE IS PERMITTED ON EACH LOT. NO COMMERCIAL ENTERPRISE IS ALLOWED ON ANY PORTION OF THE PROPERTY.

B) ONLY NEW CONSTRUCTION MATERIALS SHALL BE USED IN CONSTRUCTING ANY RESIDENCE. NO USED RESIDENTIAL STRUCTURE MAY BE MOVED ONTO ANY TRACT.

C) CATTLE HORSES AND FARMING IS PERMITTED ON TRACTS OF FIVE (5) ACRES OR MORE.

D) NO OBNOXIOUS OR OFFENSIVE ACTIVITY MAY BE CARRIED ON UPON SAID PROPERTY NOT SHALL ANYTHING BY DONE THEREON WHICH MAY BE, OR BECOME, AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH OR TRASH. NO GARBAGE OR OTHER WASTE MATERIAL SHALL BE KEPT ON ANY LOT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE AND DISPOSAL OF WASTE MATERIALS SHALL BE MAINTAINED IN GOOD CONDITION AND ALL LOTS SHALL BE MOWED AT REGULAR INTERVALS AND THE PROPERTY SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER.

E) NO PIT PRIVIES ARE ALLOWED ON THE PROPERTY. ONLY SEPTIC SYSTEMS SATISFYING THE REQUIREMENTS OF THE HIDALGO COUNTY HEALTH DEPARTMENT AND TEXAS STATE HEALTH DEPARTMENT SHALL BE PERMITTED ON THE PROPERTY.

F) NO STRUCTURE OF A TEMPORARY CHARACTER, BUS, TENT, BASEMENT, SHACK, GARAGE, BARN OR OTHER OUT BUILDING SHALL BE ALLOWED ON THE PROPERTY AS A RESIDENCE.

G) PERSONS ENGAGED IN THE CONSTRUCTION OF BUILDINGS SHALL HAVE THE RIGHT, DURING THE CONSTRUCTION PERIOD, TO CONSTRUCT AND MAINTAIN SUCH TEMPORARY FACILITIES AS MAY BE REASONABLY NECESSARY OR CONVENIENT FOR SUCH CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, SIGNS, OFFICES AND STORAGE AREAS.

H) DURING CONSTRUCTION, NORMAL CONSTRUCTION TRASH MAY BE ACCUMULATED AS LONG AS IT IS HAULED AWAY ON A REGULAR BASIS AND COMPLETELY REMOVED AT THE COMPLETION OF CONSTRUCTION. THE OWNER AND CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT BLOWING AND SPREADING OF CONSTRUCTION TRASH AND SHALL CLEAN UP ANY SUCH MATERIAL AT THE END OF CONSTRUCTION.

I) NO "JUNKED VEHICLES", AS DEFINED IN SECTION 1 OF ARTICLE 6701 D-11 OF VERNON'S ANNOTATED TEXAS STATUES, SHALL BE PERMITTED TO BE PARKED ON THE PROPERTY OR ANY ADJACENT STREET.

J) ANY RESIDENCE SHALL BE ON CONCRETE SLAB FOUNDATION. BE BRICK VENEER CONSTRUCTION. STUCCO OR STONE EXTERIOR FINISH IN ANY COMBINATION AND CONTAIN NOT LESS THAN 1500 SQUARE FEET EXCLUSIVE OF OPEN PORCHES, GARAGES, CARPORTS AND PATIOS.

INDEX OF SHEETS

SHEET 1	PLAT WITH LOTS, EXISTING STREETS, EXISTING R.O.W AND ADDITIONAL R.O.W, DESIGNATIONS; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS WITH SEPTIC TANK NOTES; OWNERS' DEDICATION, CERTIFICATION; AND ATTESTATION; N.A.W.S.C. EASEMENT; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL, H.C.D.D. NO. 1, H.C.I.D. NO. 1, SURVEYOR'S, AND ENGINEER'S.
SHEET 2	UTILITY LAYOUT, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE; WATER (OSSF) AND ENGINEER'S CERTIFICATION. PRINCIPAL CONTACTS (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATION AND STATEMENT; IMPROVEMENT COST ESTIMATE; TYPICAL DETAILS; WATER SERVICE CONNECTION
SHEET 3	DRAINAGE LAYOUT, DRAINAGE REPORT; ENGINEER'S CERTIFICATION; SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL DETAILS: DRAINAGE SWALE CROSS-SECTION; PRINCIPAL CONTACTS.

PRINCIPAL CONTACTS:

NAME			ADDRESS		PHONE & FAX	
OWNER:	BERNARDO CHAPA MANUEL CHAPA		1913 EZEKIEL ST., EDINBURG TX 78539		(956) 451-4729	
ENGINEER:	GILBERT J. GUERRA	P.E.	921 SOUTH 10th ST.	EDINBURG, TX 78538	(956) 380-5152	(956) 380-5083
SURVEYOR:	JOSE MARIO GONZALEZ	R.P.L.S.	8207 MATEO ESCOBAR	MONTE ALTO, TX 78538	(956) 380-5154	(956) 380-5156

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, BERNARDO CHAPA AND MANUEL CHAPA AS OWNERS OF THE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RANCHITOS LAS PALMAS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE, 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; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BERNARDO CHAPA DATE MANUEL CHAPA DATE

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED BERNARDO CHAPA AND MANUEL CHAPA, PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSES TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2007

NOTARY PUBLIC MY COMMISSION EXPIRES

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 NO. 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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 CERTIFICATE

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS _____ DAY OF _____, 2007.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

PRESIDENT DATE

SECRETARY DATE

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RANCHITOS LAS PALMAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT

ON _____, 2007.

HIDALGO COUNTY JUDGE DATE ATTEST: HIDALGO COUNTY CLERK DATE

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

STATE OF TEXAS REGISTERED JOSE MARIO GONZALEZ 5571 PROFESSIONAL LAND SURVEYOR

JOSE MARIO GONZALEZ DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 5571

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.

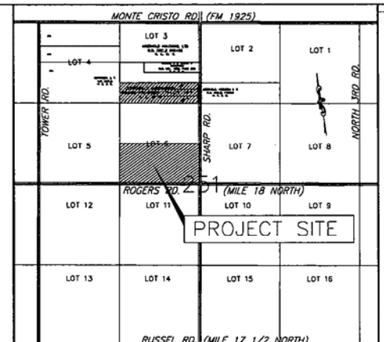
STATE OF TEXAS GILBERT J. GUERRA 90158 LICENSED PROFESSIONAL ENGINEER

GILBERT J. GUERRA P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 90158

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 ___M. ON _____, 2007., AND WAS RECORDED IN BOOK _____, SHEET'S _____, THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___M. ON _____, 2007.

HIDALGO COUNTY CLERK DATE



LOCATION MAP

SCALE: 1" = 1000'

G E N E R A L P L A T N O T E S

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" SHADED;
AREAS DETERMINED TO BE INSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0325 D (REVISED TO REFLECT LOMR DATED MAY 17, 2001)
EFFECTIVE DATE: JUNE 6, 2000
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE OUT OF THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO AREAS 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 QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 20.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 20.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF ASPHALT OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION 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.

5. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:

B.M. NO. 1: ELEVATION=71.07, N.A.V.D. 83; DESCRIPTION: COTTON PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF LOT 6, SECTION 251, TEXAS- MEXICAN RAILWAY COMPANY SUBDIVISION AS DESCRIBED IN METES AND BOUNDS IN THIS PLAT.

B.M. NO. 2: ELEVATION=72.73, N.A.V.D. 83; DESCRIPTION: COTTON PICKER SPINDLE FOUND AT THE SOUTHWEST CORNER OF SAID LOT 8.

B.M. NO. 3: ELEVATION=70.41, N.A.V.D. 83; DESCRIPTION: CONCRETE MONUMENT SET APPROXIMATELY 30.0 FEET NORTH AND 50.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 8.

6. DRAINAGE;
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 13.928 CUBIC-FEET OR 0.32 ACRE-FEET OF STORM WATER RUNOFF. PER LOT DETENTION:

LOT 1-5:	499	CF	LOT 16:	586	CF
LOT 6:	472	CF	LOT 17:	4,068	CF
LOT 7-15:	534	CF	LOT 18:	3,490	CF

DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED ON PROPOSED DRAINAGE SWALES ON THE LOTS ON PROPOSED DRAINAGE EASEMENTS. AS SHOWN ON THIS SHEET.

7. DRAINAGE SWALE EASEMENTS NOTE:
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.

8. 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.

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 HEALTH 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.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. BERNARDO CHAPA AND MANUEL CHAPA, OWNERS & SUBDIVIDERS OF RANCHITOS LAS PALMAS SUBDIVISION, RETAIN 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.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, 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.

12. 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.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT CONTRACTOR AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH OCCUPYING EASEMENT.

14. AN OFF-STREET PARKING LOT SITE PLAN AND 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 STATE.

15. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.

16. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS REQUIRED BY TCEQ.

17. THE EXISTING IRRIGATION LINE ALONG THE NORTH RIGHT-OF-WAY OF ROGERS ROAD IS A PRIVATE LINE AND IT WILL REMAIN IN PLACE. THE COUNTY RIGHT-OF-WAY DEPARTMENT WILL NOT BE RESPONSIBLE IN RELOCATING THIS IRRIGATION LINE WHENEVER FUTURE ROAD IMPROVEMENTS OCCUR.

RIO DELTA ENGINEERING
921 SOUTH 10th STREET
EDINBURG TEXAS 78539
(TEL) 956-380-5083 (FAX) 956-380-5083

NO.	SHEET	REVISION	DATE	APPROVED

PROJECT:
RANCHITOS LAS PALMAS SUBDIVISION PLAT 1st SHEET

DRAWN: LALO CHAPA
DESIGNED: LALO CHAPA
CHECKED: GILBERT GUERRA
SURVEYED: JOSE M. GONZALEZ
COUNTY & STATE: HIDALGO – TEXAS

PROJECT: SUB 07 A

PAGE NO: 1 OF 3

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: May 16, 2007

RE: **Rios Apartment Complex Phase I – Pct. 4**
Preliminary Approval

Rios Apartments Subdivision is a one (1) multi family/commercial lot subdivision located on the North side of Alberta Road approximately 2376 feet West from the intersection of Valverde Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 25, 2007. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Alberta 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 Isaac Mata and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing three (3) inch waterline on Alberta 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. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **May 15, 2007** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW

Name of Subdivision: **Rio Apartments 2nd Review** **Page** 1 of 2

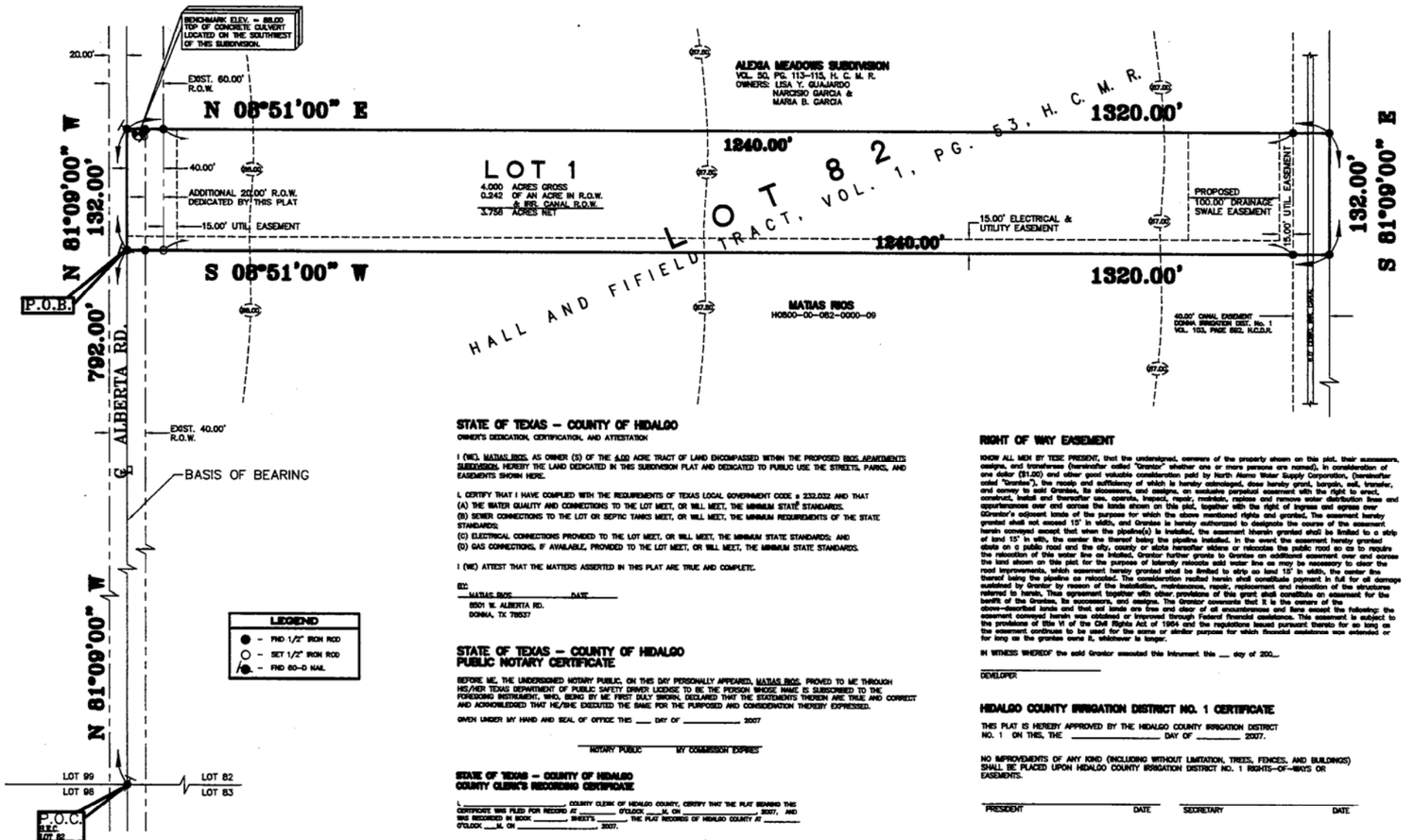
This form lists the documents lacking during the process of seeking subdivision approval. The County official receiving a document should upon its receipt fill out and initial an entry for the items lacking and then write the log number on the document. If needed use more than one line for the description

Item Log #	Description of Item	Date	Logger's Initials
A	**1ST SHEET COMMENTS:** As per vicinity map show location of the 2 mi ETJ line for city of Edinburg and the 5 mi ETJ line for the city of Donna. Provide a north arrow and provide correct engineering scale.	05-11-07	JRT
B	Correct subdivision location description: 1. Correct city of Donna new population as per 2005 census. 2. Verify with city of Donna if property falls out/inside their ETJ. Our map provide by the city show that is outside their 5 mile ETJ.	"	"
C	PLAT NOTES: #1)Provide flood zone description #2) Reword this note to restrict subdivision lot to **"MULTI FAMILY/COMMERCIAL"** use only (see attachment). #3)Provide correct wording restriction (see attach sample) #8) Provide correct cubic feet and acre feet as per approved drainage report. See attachment for addition plat notes.	"	"
D	METES & BOUNDS: As per 2nd and 3rd callout, verify existing canal row esmnt width dimension.	"	"
E	**2ND SHEET COMMENTS:** Label for contractor to re grade Alberta road side ditch.	"	"
F	Label Alberta street pavement width dimension.	"	"
G	Provide HCROW dept water line crossing permit on Alberta Road ROW.	"	"
H	Provide a drainage swale esmnt for proposed swale and label the overflow structure being shown on design for outfall on to detention pond.	"	"
I	Provide Topography elevation with in subdivision and extend topo elevations 500 feet east and west of subdivision.	"	"
J	Provide cross section detail of detention pond and provide elevation for swale grading water flow.		
K	See attach sample for water and sewage engineering report. All modification needs to reflect on Spanish version.	"	"
L	See first sheet comments for vicinity map and location description.	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		

DATE OF PREPARATION: APRIL 23, 2007

RIOS APARTMENTS SUBDIVISION

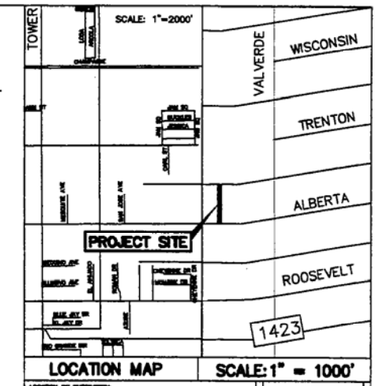
A 4.00 ACRE TRACT OF LAND OUT OF LOT 82, OF HALL AND FIFIELD TRACT, AS PER VOLUME 1, PAGE 53, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



BASIS OF BEARING
SOUTH LOT LINE OF LOT 6, SECTION 258, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER SURVEY RECORDED IN VOLUME 2, PAGE 29 HIDALGO COUNTY MAP RECORDS.

SCALE: 1"=60'

JAIME E. STEDRONGER
PO BOX 997
DONNA, TEXAS 78537-0997
VOL. 2847, PG. 631



LOCATION OF SUBDIVISION
RIOS APARTMENTS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 ON ALBERTA ROAD, 2,510 FEET WEST OF N. VENUE ROAD. THE ONLY ACCESS TO THE SUBDIVISION IS THE CITY OF DONNA, TEXAS. THE SUBDIVISION IS WITHIN THE EXTERNAL 1.5 MILE LIMITS OF THE JURISDICTION OF THE CITY OF DONNA (POP. 16,911 AS PER 2000 CENSUS). RIOS APARTMENTS SUBDIVISION LIES APPROXIMATELY FOUR (4) MILES FROM THE CITY LIMITS, AND IS NOT WITHIN THE CITY OF DONNA ETJ.

PLAT NOTES:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "C"
   COMMUNITY-PANEL NO. 480343 0005 C, EFFECTIVE DATED: NOV. 02, 1982
2. GENERAL NOTES FOR MULTI-FAMILY RESIDENCE: WHERE MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT, (ANY OTHER USE) SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
3. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE CENTER LINE OF ALBERTA ROAD, WHICHEVER IS GREATER.
4. LEGEND – DENOTES 1/2 " IRON ROD FOUND UNLESS OTHERWISE NOTED.
5. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THE SUBDIVISION.
6. MINIMUM BUILDING SETBACKS LINES:
   FRONT: 40.0' (FEET) FRONTING ALBERTA RD.
   REAR: 10.0' (FEET) OR EASEMENT WHICH EVER IS GREATER
   WEST SIDE: 5.0' (FEET) OR EASEMENT WHICH EVER IS GREATER
   EAST SIDE: 5.0' (FEET) OR EASEMENT WHICH EVER IS GREATER
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 1.0 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. IN ACCORDANCE WITH THE DRAINAGE CRITERIA MANUAL, AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 THE DEVELOPER WILL BE REQUIRED TO DETAIN A TOTAL OF 0.0000 CUBIC-FEET OF 0.000 ACRE-FEET OF STORM WATER RUNOFF FOR LOT. DRAINAGE RETENTION IS ACCORDANCE WITH THE LOCAL REQUIREMENTS.
9. BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT. BM ELEVATION: 88.00 NAVD, 29 DESCRIPTION: TOPO OF EXISTING CONC. CULVERT WITH S.E.C. ON THE SOUTHWEST CORNER OF THIS SUBDIVISION.
10. DRAINAGE SWALE EASEMENT NOTE:
    * NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT.
    * EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING 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.
11. ON SITE SEWER FACILITIES (OSSF) NOTE:
    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 ANALYSES HAVE BEEN SUBMITTED BY 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 DETERMINE THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING SPECIALISTS LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

METES AND BOUNDS

A 4.00 ACRE TRACT OF LAND OUT OF LOT 82, OF HALL AND FIFIELD TRACT, AS PER VOLUME 1, PAGE 53, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 4.00 ACRE TRACT OF LAND, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF LOT 82, OF SAID SUBDIVISION; THENCE NORTH 81°09'00" WEST, WITH AND ALONG THE SOUTH LINE OF SAID LOT 82, A DISTANCE OF 792.00 FEET TO A 60-D NAIL FOUND FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE, ALONG THE SOUTH LOT LINE OF LOT 82, WITH A BEARING OF NORTH 81°09'00" WEST A DISTANCE OF 132.00 FEET TO A FOUND 60-D NAIL, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 08°51'00" EAST, A DISTANCE OF 30.00 FEET PASS A HALF INCH IRON ROD FOUND AT THE EXISTING NORTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, THENCE CONTINUING NORTH AT A DISTANCE OF 1340.00 FEET PASS A FOUND HALF INCH IRON ROD AT THE SOUTH RIGHT-OF-WAY LINE OF AN 80.00 FEET CANAL EASEMENT AS PER DOCUMENT RECORDED IN VOL. 103, PAGE 882, H.C.D.R., WITH A TOTAL DISTANCE OF 1320.00 FEET TO A FOUND HALF INCH (1/2) IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81°09'00" EAST, ALONG THE NORTH LOT LINE OF LOT 82 OF SAID SUBDIVISION, A DISTANCE OF 132.00 FEET TO A FOUND HALF INCH (1/2) IRON ROD FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 08°51'00" WEST, A DISTANCE OF 40.00 FEET PASS A FOUND HALF INCH (1/2) IRON ROD, AT THE SOUTH RIGHT-OF-WAY LINE OF AN 40.00 FEET CANAL EASEMENT AS PER DOCUMENT RECORDED IN VOL. 103, PAGE 882, H.C.D.R., THENCE CONTINUING SOUTH AT A DISTANCE OF 1340.00 FEET, TO A HALF INCH (1/2) IRON ROD, FOUND AT THE EXISTING NORTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, THENCE WITH A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 4.00 GROSS ACRES OF LAND, MORE OR LESS.

PLAT NOTES RESTRICTION

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 INSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE, AND POST CONSTRUCTION FINISH FLOOR ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION. (SEE SHEET No.3 FOR F.F. ELEVATION REQUIREMENT FOR ALL LOTS IN FLOOD ZONE).

MATIAS RIOS, THE OWNER AND SUBDIVIDER OF RIOS APARTMENTS SUBDIVISION, RESERVE AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVING OSSF ON THE LOT AS DESIGNED ON SHEET No.2 OF THIS PLAT.

EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASED 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 10.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. IF MORE THAN ONE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

AN OFF-STREET PARKING LOT SITE PLAN AND 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 IMPROVEMENT ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

DRAINAGE SWALES, DRIVEWAY ENTRANCES AND SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.

GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 1 SHALL BE FOR MULTIFAMILY/COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN MULTIFAMILY/COMMERCIAL. LOTS 1 ARE FOR NONRESIDENTIAL USE, THEY 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 OCCUPYING THE LOT.

LEGEND
- ● – FND 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD
- ⁄● – FND 60-D NAIL

STATE OF TEXAS – COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), MATIAS RIOS, AS OWNER (S) OF THE 4.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RIOS APARTMENTS SUBDIVISION, HEREBY THE LAND DEDICATED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HERE.

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 LOT OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I (WE) ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: _____ DATE _____
MATIAS RIOS
8501 W. ALBERTA RD.
DONNA, TX 78537

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, MATIAS RIOS, PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____ 2007

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

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 ___M. ON _____ 2007, AND THIS RECORDED IN BOOK _____ SHEET'S _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___M. ON _____ 2007.

_____ _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE §232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE RIOS APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ 2007.

ATTEST:
_____ _____ _____ _____
HIDALGO COUNTY JUDGE DATE HIDALGO COUNTY CLERK 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 NO. 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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ _____
BY DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENT, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receip and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights and granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement therein granted shall be limited to a strip of land 15' in with, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this part for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to strip on land 15' in width, the center line thereof being the pipeline as relocated. The consideration recited herein shall constitute payment in full for all damage sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that all lands are free and clear of all encumbrances and liens except the following: the easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for as long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for long as the grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this ___ day of 200__.

_____
DEVELOPER

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS, THE _____ DAY OF _____ 2007.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 RIGHTS-OF-WAYS OR EASEMENTS.

_____ _____ _____ _____
PRESIDENT DATE SECRETARY DATE

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

STATE OF TEXAS
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL LAND SURVEYOR

_____ _____
LEO L. RODRIGUEZ, JR. DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 5671

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.

STATE OF TEXAS
LEO L. RODRIGUEZ, JR.
34928
LICENSED
PROFESSIONAL ENGINEER

_____ _____
LEO L. RODRIGUEZ, JR. P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 34928

FOR FINAL REVIEW

DRAWN BY: CIVIL AND ARCHITECTURAL DESIGN, INC. DATE 04-23-07
SURVEYED, CHECKED LEO L. RODRIGUEZ, JR., R.P.L.S. DATE 04-23-07
FINAL CHECK JOSE NOE SALDIVAR, P.E. DATE 04-23-07

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS		PHONE & FAX
OWNERS: MATIAS RIOS	8501 W. ALBERTA RD.	DONNA, TX 78537	(956) 867-2475 N/A
ENGINEER: LEO L. RODRIGUEZ, JR., P.E.	712 N. 28th. STREET	McALLEN, TX 78501	(956) 607-5210 (888) 406-1379
SURVEYOR: LEO L. RODRIGUEZ, JR., R.P.L.S.	712 N. 28th. STREET	McALLEN, TX 78501	(956) 607-5210 (888) 406-1379

INDEX

SHEET 1	PLAT SUBDIVISION BOUNDARY DESCRIPTION, STATE OF TEXAS, COUNTY OF HIDALGO, DEDICATION OF STREETS, EASEMENTS AND PUBLIC USE AREAS, AS SHOWN ON THE PLAT, AND PERSONS WHOM THE PREMISES IN SUBDIVISION, CONTAINING: METES AND BOUNDS, LEGAL DESCRIPTION, METES AND BOUNDS, PLAT NOTES, AND RESTRICTIONS, OWNERS' DEDICATION, CERTIFICATION, AND ATTESTATION, AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY CLERK RECORDING, COUNTY PLAT APPROVAL, DRAINAGE DISTRICT NO. 1, NORTH ALAMO WATER SUPPLY CORP., H.C.I.D. NO. 1, SURVEYOR'S, AND ENGINEER'S.
SHEET 2	UTILITY LAYOUT, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE: WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; DRAINAGE INFORMATION, CERTIFICATION, AND ATTESTATION; DRAINAGE STATEMENT; TYPICAL DETAILS; WATER SERVICE CONNECTION.

CIVIL & ARCHITECTURAL DESIGN, INC.
2523 E. HWY. 281 SUITE C, HIDALGO, TEXAS 78557
PHONE (956) 342-6017 FAX (888) 406-1379
hlguajardo@yahoo.com

PROJECT: RIOS APARTMENTS SUBD. PLAT SHEET
DONNA, TEXAS

DRAWN: H.H.G.
DESIGNED: CIVIL & ARCH. DESIGN
CHECKED: LEO L. RODRIGUEZ, JR.
SURVEYED: LEO L. RODRIGUEZ, JR.
DATE: APRIL 23, 2007
PROJECT: SUB 07 004
PAGE NO: 1 OF 2

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: May 16, 2007

RE: **Corin Estates Phase I Subdivision – Pct. 4**
Final Approval with Financial Guarantee

Corin Estates is a two (2) commercial lot subdivision located on the North side of SH 107 approximately, 660 feet East of Valverde Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 26, 2006. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

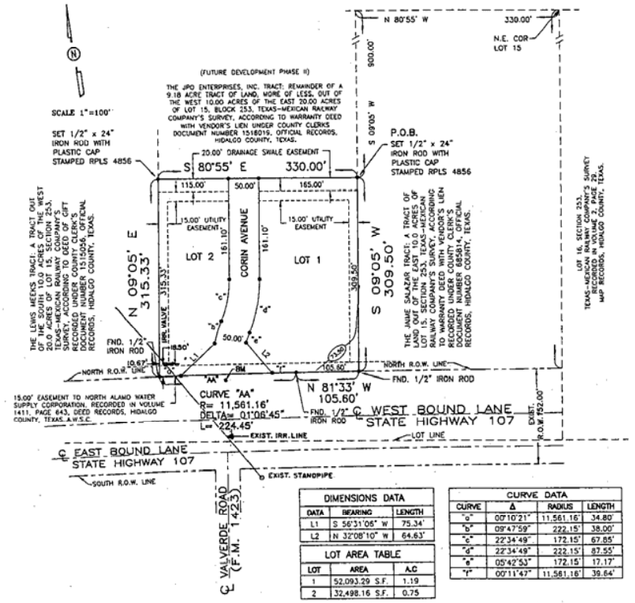
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Aniceto Izaguirre and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on S.H. 107 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 Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on July 25, 2006. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $2,000.00 was submitted to the Planning Department and deposited into Escrow. 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 **May 15, 2007.**



DIMENSIONS DATA		
DATA	BEARING	LENGTH
L1	S 56°31'05" W	75.34'
L2	N 32°08'10" W	64.63'

LOT AREA TABLE		
LOT	AREA	A.C
1	52,093.29 S.F.	1.19
2	32,498.16 S.F.	0.75

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"a"	00°10'21"	11,561.16'	34.80'
"b"	09°47'59"	222.15'	38.00'
"c"	22°34'49"	172.15'	67.85'
"d"	22°34'49"	222.15'	87.55'
"e"	05°42'53"	172.15'	17.17'
"f"	00°11'47"	11,561.16'	39.64'

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " X " AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND ARE PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL No. 480334 0325 D
EFFECTIVE DATE: JUNE 6, 2000. (MAY 17, 2001 TO REFLECT LOMR)
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
C.P.N. 480334 0325 D, EFFECTIVE DATE: JUNE 6, 2000 (MAY 17, 2001 TO REFLECT LOMR) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

2.– SETBACKS:
FRONT CORIN AVENUE . . . . . 25.00 FEET
REAR. . . . . 15.00 FEET
SIDE SH 107 . . . . . 50.00 FEET
SIDE. . . . . 6.00 FEET
CORNER SIDE. . . . . 10.00 FEET
OR EASEMENT WHICHEVER IS GREATER

3.– LEGEND ● = DENOTES 1/2" X 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

4.– GENERAL NOTE FOR COMMERCIAL USE:
LOTS 1, 2 ARE FOR COMMERCIAL USE ONLY. THERE SHALL BE NOT OTHER USE OTHER THAN COMMERCIAL.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. ELEV.= 72.78 (NO. 4 REBAR WITH 3 1/4" BRASS ALUMINUM ALLOY CAP ON TOP, LOCATED 107.93 FEET EAST AND 9.80 FEET SOUTH FROM THE SOUTHWEST CORNER OF THE PROPOSED SUBDIVISION.
N.A.V.D. 88 DATUM.

6.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OF CORIN AVE. 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 APPLICATION FOR CONSTRUCTION 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.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3.629 AC. - FEET (1.72 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

8.– DRAINAGE SWALE EASEMENTS NOTE:
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.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, 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.

10.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11.– 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.
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 HAD DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

JPO ENTERPRISES, INC.
SAUL ORTEGA, PRESIDENT

12.– THE OWNER & SUBOWNER OF CORIN ESTATES PHASE I RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHICH WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 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.

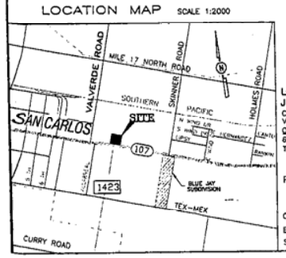
15.– AN OFF-STREET PARKING LOT SITE-PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED ON COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.– NO PERMANENT STRUCTURES, (EXAMPLE, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

17.– NO ACCESS ALLOWED ONTO LOT 2 FROM S.H. 107
LOT 1 WILL BE ALLOWED AN INGRESS ACCESS FROM S.H. 107

18.– SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING AND /OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCE SHALL BE ISSUED UNTILL THE SITE AND DRAINAGE PLAN ARE APPROVED.

LOCATION MAP SCALE 1:2000



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
CORIN ESTATES PHASE I LOCATED IN CENTRAL HIDALGO COUNTY ON THE NORTH SIDE OF STATE HIGHWAY 107 AND EAST OF VALVERDE ROAD, APPROXIMATELY 660.00 FEET EAST FROM THE SAID INTERSECTION, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735). CORIN ESTATES PHASE I LIES APPROXIMATELY 3.75 MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S TWO-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PRECINCT 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	JPO ENTERPRISES, INC. SAUL ORTEGA, PRESIDENT	1220 CASTILLE COURT	EDINBURG, TX 78539	(956)380-8562	(956)-380-6565
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0527

SUBDIVISION PLAT OF :

CORIN ESTATES PHASE I

A 2.362 ACRE TRACT OF LAND OUT OF A 9.18 ACRE TRACT OUT OF THE WEST 10.0 ACRES OF THE EAST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1518019, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 2.362 ACRE TRACT OF LAND OUT OF A 9.18 ACRE TRACT OUT OF THE WEST 10.0 ACRES OF THE EAST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1518019, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF THE JAIME SALAZAR TRACT (A TRACT OF LAND OUT OF THE EAST 10.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 685814, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 80°55'W, 330.00 FEET AND S 09°05'W, 900.00 FEET FROM THE NORTHEAST CORNER OF LOT 15.

THENCE; S 09°05'W, ALONG THE WEST LINE OF THE JAIME SALAZAR TRACT, A DISTANCE OF 309.50 FEET TO A ½" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107 FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°33'W, ALONG THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107, A DISTANCE OF 105.60 FEET TO A ½" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107 AND ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 01°06'45", RADIUS = 11,561.16 FEET), A DISTANCE OF 224.45 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE LEWIS MEEKS TRACT (A TRACT OUT OF THE SOUTH 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1515056, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05'E, ALONG THE EAST LINE OF THE LEWIS MEEKS TRACT, A DISTANCE OF 315.33 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°55'E, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.362 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SAN CARLOS GARDENS SUBDIVISION, RECORDED IN VOLUME 35, PAGE 108, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA R.P.L.S. No. 4856 — APRIL 17, 2006 DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one 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, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipline as relocated.

The consideration recited herein shall constitute payment in full for all domages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the some or similayr purpose for which financial assistance was extended or for so long as the Cranlee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 10th day of JANUARY 2007

JPO ENTERPRISES, INC.
SAUL ORTEGA, PRESIDENT

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: COUNTY CLERK'S: RECORDING CERTIFICATE; REVISION NOTES: NAMSC R.O.W. EASEMENT, ENGINEER'S CERTIFICATION, H.C.D.D. No1 , H.C.I.D. No.1

SHEET 2.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

I, SAUL ORTEGA, PRESIDENT OF JPO ENTERPRISES, INC., AS OWNER OF THE 2.362 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CORIN ESTATES PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, 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; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JPO ENTERPRISES, INC.
SAUL ORTEGA, PRESIDENT
1220 CASTILLE COURT
EDINBURG, TX 78539

1-10-07 DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared SAUL ORTEGA, PRESIDENT OF JPO ENTERPRISES, INC. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.
Given under my hand and seat of office this 10th day of January, 2007.

LEIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2008

LEIA A. QUINTANILLA- NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the CORIN ESTATES PHASE I was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ Hidalgo County Judge — _____ date

ATTEST: _____ Hidalgo County Clerk — _____ date

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 ____ M.on _____, _____, and was recorded in Block _____, Sheet(s) _____ the Plat Records of Hidalgo County at _____ o'clock _____ M on _____, _____.

_____ Hidalgo County Clerk

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE 25 DAY OF January, 2007.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT DISTRICT EXPENSE.

PRESIDENT — SECRETARY

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 NO. 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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — 1-8-07 DATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO. 1 OF 2 SHEETS

FILENAME = F:\DATA\SUBD\HIDALGO CO\CORIN ESTATES PHASE I\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JAN 10, 2006	E GARZA		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
01-08-07			

AI-3938 **15.A.11.**

STANDING ITEM-Hidalgo County Administration Building

CC REGULAR

Date: 05/22/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of Change Order No.4 (Door Hardware) in connection with the "Hidalgo County Administration Building" in the amount of $540.00 from contracted vendor, Joe Williamson Construction Co., and as recommended by project architect,Rike Ogden Figueroa Allex Architects , with authority for County Judge to execute document.
C-06-092-07-25

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1301-415-00-120-007-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

$355,051.10 available balance as of 05/17/2007

Attachments

Link: Change Order Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 02:26 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:35 PM	APRV
3	Rey Salazar	Rey Salazar	05/17/2007 04:28 PM	APRV
4	Sergio Cruz	Sergio Cruz	05/17/2007 05:28 PM	APRV
5	Auditor's Office	Linda Fong	05/18/2007 10:01 AM	APRV
6	Court Administrator	Monica Badillo	05/18/2007 10:04 AM	APRV

Form Started By: Rocio Villarreal Started On: 05/16/2007 04:35 PM
Final Approval Date: 05/18/2007

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

2207-Hidalgo County Offices-Old Kmart Bldg. **Project # 2207** **Joe Williamson Construction**
2802 S. Closner Blvd. Tel: (956) 781-9781 Fax: (956) 787-2113
Edinburg, Texas 78539

Change Order Request: 008-2207 **Date: 4/26/2007**

To:	Luis Figueroa Rike Ogden Figueroa Allex Architects, Inc. 1007 Walnut Ave. McAllen, Texas 78501	**From:**	Airika Stevens Joe Williamson Construction P.O. Box 4352 McAllen, TX 78502

Description	Category	Status
Door Hardware	Direct Cost	Pending

Reference	Required By	Days Req	Amt Req
	5/3/2007	0	540.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
Description			**Notes**			
020-2207	4/26/2007		540.00	0	Change Order	Direct Costs
Door Hardware			I need a quote to change door hardware at the following doors 369A and 369B. they shall match door hardware as door 372. Door 639B shall be keyed the same as door 372.			

Item No	Item Description	Amt Prop	Reference
001	Change door hardware at the following doors 369A and 369B. They shall match door hardware as door 372. Door 639B shall be keyed the same as door 372.	450.00	
002	General Conditions	45.00	
003	Mark-Up	45.00	

Approved By:

Signature _____ _____

Name _____ **Date**

AI-3942 **15.A.12.**

STANDING ITEM-Hidalgo County Administration Building-ROFA Invoice 25004.09 & Pay Appl. 10

CC REGULAR

Date: 05/22/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Approval of Request for Payment Application No. 10 in the amount of $122,295.59 from Joe Williamson Construction Co., Inc., contracted vendor for "Construction of Offices at the New Administration Building," and as certified for payment by project architect Rike Ogden Figueroa Allex Architects; C-06-092-07-25

B. Approval of Request for payment on Invoice No. 25004.09 in the amount of $1,732.00 from Rike Ogden Figueroa Allex Architect, Inc., contracted architect for "Construction of Offices at the New Administration Building." C-05-09-08-23

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1301-415-00-120-007-0-720

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

BUDGETARY IMPACT:

For item 1 PO# 571714 has available $264,455.00 (as of 5/18/07) to pay "Payment Application No. 10".
For item 2 PO# 562445 has available $24,931.04 (as of 5/18/07) to pay "Invoice No. 25004.09"

Attachments

Link: ROFA INV. & Joe Williamson Pymt 10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 02:26 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:36 PM	APRV
3	Dale Kennan	Dale Kennan	05/18/2007 08:44 AM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 10:12 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Rocio Villarreal Started On: 05/16/2007 04:52 PM

Final Approval Date: 05/18/2007

P. 001/004
(FAX)9566873433
ROFA ARCHITECTS
MAY-09-2007(WED) 15:29

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. Closner Blvd. Edinburg, Texas 78539	**APPLICATION NO:** 010 **PERIOD TO:** April 26, 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: ☐
FROM CONTRACTOR:	Joe Williamson Construction Company PO Box 4352 McAllen, Texas 78502	**VIA ARCHITECT:**	R.O.F.A Architects, Inc. 1007 Walnut Avenue McAllen, Texas 78501		

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		$ -131,297.35
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 3,118,702.65
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 2,667,869.20
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 133,393.46	
b. 5 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 133,393.46
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 2,534,475.74
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 2,412,180.15
8. CURRENT PAYMENT DUE		$ 122,295.59
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 584,226.91	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 446,408.00
Total approved this Month	$ 315,110.65	$ 0.00
TOTALS	$ 315,110.65	$ 446,408.00
NET CHANGES by Change Order	$	-131,297.35

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:
By: Joe Williams Date: 4/30/07
State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 30th day of April, 07
Notary Public: Airika Stevens Airika Stevens
My Commission expires: 4/26/08

AIRIKA STEVENS
Notary Public, State of Texas
My Commission Expires
04-26-2008

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 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.

AMOUNT CERTIFIED ..... $ 122,295.59

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Date: 5-9-07

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

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User Notes: (1938481005)

P. 002/004
(FAX)9566873433
MAY-09-2007(WED) 15:29 ROFA ARCHITECTS

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: 010
APPLICATION DATE: 04/30/2007
PERIOD TO: 04/26/2007
ARCHITECT'S PROJECT NO: 25004

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
100	GENERAL CONDITIONS	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	3,000.00	100.00 %	0.00	0.00
102	Bond	38,000.00	38,000.00	0.00	0.00	38,000.00	100.00 %	0.00	0.00
109	Water	500.00	0.00	500.00	0.00	500.00	100.00 %	0.00	0.00
110	Electricity	4,000.00	3,150.00	0.00	0.00	3,150.00	78.75 %	850.00	0.00
111	Telephone	1,500.00	668.00	201.00	0.00	869.00	57.93 %	631.00	0.00
116	Superintendent	37,131.00	27,500.00	3,000.00	0.00	30,500.00	82.14 %	6,631.00	0.00
119	Tool Rental	210.00	80.00	100.00	0.00	180.00	85.71 %	30.00	0.00
124	Toilet	2,100.00	1,631.00	100.00	0.00	1,731.00	82.43 %	369.00	0.00
126	Equipment Rental	530.00	200.00	100.00	0.00	300.00	56.60 %	230.00	0.00
128	Builders Risk Insurance	3,800.00	3,165.00	211.00	0.00	3,376.00	88.84 %	424.00	0.00
129	Truck/Oil/Gas/Tires	3,800.00	3,165.00	211.00	0.00	3,376.00	88.84 %	424.00	0.00
130	General Labor	22,000.00	19,955.00	0.00	0.00	19,955.00	90.70 %	2,045.00	0.00
131	General Clean-Up	5,300.00	2,000.00	0.00	0.00	2,000.00	37.74 %	3,300.00	0.00
137	Contingency	40,000.00	0.00	12,998.00	0.00	12,998.00	32.50 %	27,002.00	0.00
140	Workmans Compensation Insurance	16,600.00	8,550.00	2,000.00	0.00	10,550.00	63.55 %	6,050.00	0.00
142	Small Tools	210.00	135.00	25.00	0.00	160.00	76.19 %	50.00	0.00
145	Trash Containers	6,300.00	5,000.00	0.00	0.00	5,000.00	79.37 %	1,300.00	0.00
146	General Liability	34,000.00	28,329.00	1,890.00	0.00	30,219.00	88.88 %	3,781.00	0.00
149	Safety Education	210.00	171.00	10.00	0.00	181.00	86.19 %	29.00	0.00
150	AGC Fees	2,650.00	2,650.00	0.00	0.00	2,650.00	100.00 %	0.00	0.00

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User Notes:
(1777234519)

151	Demolition	42,000.00	42,000.00	0.00	0.00	42,000.00	100.00 %	0.00	0.00
200	SITEWORK DIV. #2	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
212	Striping & Carstops	5,550.00	0.00	5,550.00	0.00	5,550.00	100.00 %	0.00	0.00
214	Cedar Fence	1,820.00	0.00	1,820.00	0.00	1,820.00	100.00 %	0.00	0.00
216	Patio	62,434.00	0.00	62,434.00	0.00	62,434.00	100.00 %	0.00	0.00
217	Chainlink Fence	710.00	0.00	710.00	0.00	710.00	100.00 %	0.00	0.00
218	Galvanized Fence	10,441.00	0.00	10,441.00	0.00	10,441.00	100.00 %	0.00	0.00
223	Landscaping Allowance	20,000.00	0.00	0.00	0.00	0.00	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
306	Concrete	55,546.00	45,711.00	9,835.00	0.00	55,546.00	100.00 %	0.00	0.00
400	MASONRY DIV. #4	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
401	Concrete Block	91,160.00	62,888.00	28,272.00	0.00	91,160.00	100.00 %	0.00	0.00
500	METALS DIV. #5	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
501	Structural Steel	17,835.00	0.00	17,835.00	0.00	17,835.00	100.00 %	0.00	0.00
502	Canopy	94,830.00	0.00	94,830.00	0.00	94,830.00	100.00 %	0.00	0.00
600	CARPENTRY DIV. #6	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	1,918.00	0.00	8,480.00	100.00 %	0.00	0.00
603	Millwork	142,421.00	132,010.00	3,411.00	0.00	135,421.00	95.08 %	7,000.00	0.00
606	Lumber/Nails	5,300.00	5,300.00	0.00	0.00	5,300.00	100.00 %	0.00	0.00
700	MOISTURE PROTECTION	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	40,000.00	0.00	193,556.00	100.00 %	0.00	0.00
708	Caulk & Sealant	3,000.00	0.00	3,000.00	0.00	3,000.00	100.00 %	0.00	0.00
800	GLASS/DOORS/ WINDOWS	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
801	Metal Doors & Frames	68,423.00	62,963.00	5,460.00	0.00	68,423.00	100.00 %	0.00	0.00
802	Wood Doors & Frames	43,990.00	37,540.00	6,450.00	0.00	43,990.00	100.00 %	0.00	0.00
811	Aluminum/Glass Doors	112,556.00	75,929.00	25,372.00	0.00	101,301.00	90.00 %	11,255.00	0.00
900	FINISHES DIV. #9	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	0.00 %	3,180.00	0.00
902	Gypsum Drywall	288,320.00	264,404.00	10,000.00	0.00	274,404.00	95.17 %	13,916.00	0.00
908	Paint	141,510.00	123,667.00	11,777.00	0.00	135,444.00	95.71 %	6,066.00	0.00
910	Floor Stone Allowance	6,000.00	0.00	0.00	0.00	0.00	0.00 %	6,000.00	0.00
911	VCT Floors	71,550.00	54,537.00	17,013.00	0.00	71,550.00	100.00 %	0.00	0.00
917	Ceramic Tiles	32,080.00	32,080.00	0.00	0.00	32,080.00	100.00 %	0.00	0.00

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1000	SPECIALTIES DIV. #10	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
1001	Fire Extinguishers	1,060.00	1,060.00	0.00	0.00	1,060.00	100.00 %	0.00	0.00
1004	Bath Accessories	8,167.00	7,705.00	0.00	0.00	7,705.00	94.34 %	462.00	0.00
1005	Toilet Partitions	5,326.00	5,326.00	0.00	0.00	5,326.00	100.00 %	0.00	0.00
1015	Letters	17,865.00	0.00	12,401.00	0.00	12,401.00	69.42 %	5,464.00	0.00
1500	MECHANICAL DIV. #15	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
1501	Plumbing	153,700.00	153,700.00	0.00	0.00	153,700.00	100.00 %	0.00	0.00
1502	Plumbing Allowance	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00 %	0.00	0.00
1506	HVAC	434,600.00	378,000.00	45,600.00	0.00	423,600.00	97.47 %	11,000.00	0.00
1507	HVAC Allowance	15,000.00	0.00	15,000.00	0.00	15,000.00	100.00 %	0.00	0.00
1508	Fire Sprinkler	41,149.00	39,149.00	0.00	0.00	39,149.00	95.14 %	2,000.00	0.00
1509	Allowance to Repair	20,000.00	1,278.00	2,683.20	0.00	3,961.20	19.81 %	16,038.80	0.00
1600	ELECTRICAL DIV. #16	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
1601	Electrical Services	788,600.00	704,123.00	84,477.00	0.00	788,600.00	100.00 %	0.00	0.00
1603	Allowance	7,000.00	0.00	7,000.00	0.00	7,000.00	100.00 %	0.00	0.00
1604	Site Allowance	8,000.00	0.00	0.00	0.00	0.00	0.00 %	8,000.00	0.00
1700	CHANGE ORDERS	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	100.00 %	0.00	0.00
1702	Change Order #3-Generator	282,399.65	0.00	0.00	0.00	0.00	0.00 %	282,399.65	0.00
1703	Change Order #4-Site Changes	32,711.00	0.00	27,805.00	0.00	27,805.00	85.00 %	4,906.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	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
	GRAND TOTAL	$ 3,118,702.65	$ 2,536,837.00	$ 131,032.20	$ 0.00	$ 2,667,869.20	85.54 %	$ 450,833.45	$ 0.00

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User Notes: (1777234519)

rofa architects

rke ogden figueroa allex

4/30/2007
INVOICE NO. 25004.09
Hidalgo County

Hidalgo County offices at the property formerly known as the Old K-Mart building
Project No. 25004

Bid construction price is	$ 3,250,000
80% of A/E fee is	$ 156,000
Negotiated construction contract is	$ 2,803,592
20% of A/E fee is	$ 33,643

phase	percent of fee	fee	percent complete	A/E fee due	-	less previous A/E fee invoices	=	balance due
Program & Schematic Design	15%	$ 29,250	100%	$ 29,250	-	$ 29,250	= $	-
Design Development	20%	$ 39,000	100%	$ 39,000	-	$ 39,000	= $	-
Construction Documents	40%	$ 78,000	100%	$ 78,000	-	$ 78,000	= $	-
Bidding	5%	$ 9,750	100%	$ 9,750	-	$ 9,750	= $	-
Construction	20%	$ 33,643	90.57%	$ 30,471	-	$ 28,738	= $	1,733
Basic A/E Services Total	100%	$ 189,643	98.11%	$ 186,471	-	$ 184,738	= $	1,733
Reimbursable Expenses								
Printing contract documents - five owners' sets no charge				$ -	-	$ -	= $	-
Printing contract documents (72 sets)				$ 4,070	-	$ 4,070	= $	(0)
Texas Department of Licensing and Regulation				$ 1,227	-	$ 1,227	= $	(1)
Reimbursable Expenses Total				$ 5,296	-	$ 5,297	= $	(1)
Total				$ 191,767	-	$ 190,035	= $	1,732

Architectural/ Engineering fee balance due = $ 1,732

RECEIVED BY
MAY 08 2007 12:25
COUNTY AUDITOR

PO 562445

GOOD SERVICES RECEIVED BY:
_____ ON 5-2-07

INVOICE RECEIVED BY:
BG ON 5-2-07

7-1301-415-00-120-007-0-720
$ 1,732.00

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

AI-3949 **15.A.13.**

ARGUINDEGUI FUEL CARDS REQUEST VARIOUS DEPARTMENTS

CC REGULAR

Date: 05/22/2007
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Fleet Fueling System Application (ORIGINAL) to be forwarded to Arguindegui Oil Co. II, Ltd. as submitted by the following listed departments detailing the "holder and user" under awarded contract for "Gasoline, On & Off Highway Diesel Fuel":

-Hidalgo County Planning Department
-Hidalgo County Constable Pct 4
-Hidalgo County Administration Police
-Hidalgo County Tax Office
-Hidalgo County Building and Grounds

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Various
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For funding availability please see attached excerpt from the General Fund Expense Report for objects 626 & 682.

Attachments

Link: fuel card applications
Link: Exp Rpt for GF Object 626 & 682

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 02:28 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:42 PM	APRV
3	Dale Kennan	Dale Kennan	05/18/2007 11:03 AM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 11:18 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Moises Salazar Started On: 05/16/2007 05:24 PM
Final Approval Date: 05/18/2007

FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[ ] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[✓] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[✓] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

ADDING three drivers	Replacing A CARD
1) Jose R. Tovar	1) Jose Luis Salinas
2) Ramon Garza	Card # 3777534
3) Rodolfo (Rudy) Rios	

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: Hidalgo County Planning Dept. DATE: 4-24-07

PRINT NAME: Irma Celia Castillo ACCOUNT:

SIGNATURE: Irma Celia Castillo PHONE: (956) 318-2840

JOB TITLE: Executive Ass't

FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[ ] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[X] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

David Duran

2007 Crown Victoria 240-583

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: Hidalgo County Pct 4 Constable Office

PRINT NAME: Andres Rios

SIGNATURE: A. Rios

JOB TITLE: Constable

DATE: 04.11.2007

ACCOUNT:

PHONE: 383-8560 office
929-9009

FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

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[x] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

robert perez

2005 Crown Victoria 885 670

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: Hidalgo County Pct 4 Constable Office
PRINT NAME: Andres Rios
SIGNATURE: [signature]
JOB TITLE: Constable

DATE: 04.11.2007
ACCOUNT:
PHONE: 383-8560 office
929-9009

FLEET FUELING SYSTEMS

P.O. Box 1645
Laredo, TX 78042
1-800-722-5251
956-729-7524 Fax
Attn: Heather

CFN

nation Customer
se fill in your requirements per card

horized Contact Signature
npany Name Pct 4 Constable Office
count Number _____ Phone Number 383-8560

FFS SECURITY FEATURES(optional)

Please note what hours, days, and number of transactions you want your drivers to fuel per day.
IMPORTANT: PLEASE NOTE YOUR CARD WILL WORK ONLY AT THE HOURS, DAYS AND NUMBER OF TRANSACTIONS SPECIFIED BELOW.

If no restrictions are selected we will limit your card to 5 transactions per day for security reasons.

You can set up your whole account with the same criteria, or you can customize each card with individual limits.

☐ YES- Please use the first card listed on this form as ALL my cards have the same security profile.

d uirements
need more than 10 cards, please make a copy of this form before continuing.

Vehicle Description Two card system be implemented.	Vehicle Number Up to 4 digits	Odometer Yes or No	On-Site Manual Entry For drivers to input their vehicle or employee # at time of fueling (1 card) Yes or No	Gallon Limit State size of fuel tank	Fuel Requirements Products and services needed per card See options below.*	HOURS TO FUEL (optional)	DAYS TO FUEL (optional)	# OF TRANS-ACTIONS PER DAY (optional)
o card system"						8 am to 5 pm	Mon - Fri	03
hicle Description	4567	yes	yes	50	02			
robert perez		yes	yes	—	—	- No Restrictions		—
David Duran		yes	yes	—	—	- No Restriction		—

- All Products
-All Fuels
02- Dsl Only
04-Unl Only
06- All Gasoline

FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[X] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[ ] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Unit #2
Lic #
Chevy Lumina 1998
15 gallon tank

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: Hidalgo County Adm. Police **DATE:** 4-16-07
PRINT NAME: Rolando Gonzalez **ACCOUNT:** 6-1100-419-40-220-003-0-
SIGNATURE: [signature] **PHONE:** 956-318-2782
JOB TITLE: Chief of Security

FLEET FUELING SYSTEMS

P.O. Box 1545
Laredo, TX 78042
1-800-722-5251 Attn: Heather
956-729-7524 Fax

CFN

Attention Customer
Please fill in your requirements per card

Authorized Contact Signature [signature]
Company Name Hidalgo County Administrative Police
Account Number 6-1100-419-40-220-003-0- Phone Number 956-318-2782
Card Requirements
If need more than 10 cards, please make a copy of this form before continuing.

FFS SECURITY FEATURES(optional)

Please note what hours, days, and number of transactions you want your drivers to fuel per day.
IMPORTANT: PLEASE NOTE YOUR CARD WILL WORK ONLY AT THE HOURS, DAYS AND NUMBER OF TRANSACTIONS SPECIFIED BELOW.

If no restrictions are selected we will limit your card to 3 transactions per day for security reasons.

You can set up your whole account with the same criteria, or you can customize each card with individual limits.

☐ **YES- Please use the first card listed on this form so ALL my cards have the same security profile.**

Vehicle Description	Vehicle Number	Odometer	On-Site Manual Entry	Gallon Limit	Fuel Requirements	HOURS TO FUEL (optional)	DAYS TO FUEL (optional)	# OF TRANS-ACTIONS PER DAY (optional)
Vehicle Description: Two card system to be implemented.	Up to 4 digits	Yes or No	For drivers to input their vehicle or employee # at time of fueling (1 card) Yes or No	State size of fuel tank	Products and services needed per card See options below.*			
"Two card system" Vehicle Description	4567	yes	yes	50	02	8 am to 5 pm	Mon - Fri	03
1998 Lumina	02	yes	yes	15	04	8 am to 5 pm	Mon - Fri	01

*) - All Products 02- Dsl Only 06- All Gasoline
-All Fuels 04-Unl Only

04/10/07 14:43 FAX 956 318 2629 HIDALGO CO. PURCHASING 001

FLEET FUELING SYSTEMS

P.O. Box 1545
Laredo, TX 78042
1-800-722-5251 Attn: Heather
956-729-7524 Fax

CFN

ention Customer
se fill in your requirements per card

horized Contact Signature [signature]
npany Name Hidalgo County Tax Office
count Number _____ **Phone Number** 956-318-2159

d ...irements
need ...ore than 10 cards, please make a copy of this form before continuing.

FFS SECURITY FEATURES(optional)

Please note what hours, days, and number of transactions you want your drivers to fuel per day.
IMPORTANT: PLEASE NOTE YOUR CARD WILL WORK ONLY AT THE HOURS, DAYS AND NUMBER OF TRANSACTIONS SPECIFIED BELOW.

If no restrictions are selected we will limit your card to 3 transactions per day for security reasons.

You can set up your whole account with the same criteria, or you can customize each card with individual limits.

☐ **YES- Please use the first card listed on this form so ALL my cards have the same security profile.**

...icle Description	**Vehicle Number**	**Odometer**	**On-Site Manual Entry**	**Gallon Limit**	**Fuel Requirements**	**HOURS TO FUEL** (optional)	**DAYS TO FUEL** (optional)	**# OF TRANS-ACTIONS PER DAY** (optional)
...: Two card system ...be implemented.	Up to 4 digits	Yes or No	For drivers to input their vehicle or employee # at time of fueling (1 card) Yes or No	State size of fuel tank	Products and services needed per card See options below.*			
...o card system"								
...hicle Description	**4567**	**yes**	**yes**	**50**	**02**	**8 am to 5 pm**	**Mon - Fri**	**03**
2001 Dodge expedition	yes	yes	50	02	8am to 6pm	Mon-Fri	03	

...- All Products
...-All Fuels
02- Dsl Only
04-Unl Only
06- All Gasoline

FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[X] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[X] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Lic# 5WXR71

Armando Barrera Jr. 2001 Ford Expedition
Edgar Jamarillo 2001 Ford Expedition Lic# 5WXR71
Lorenzo Ramos 2001 Ford Expedition Lic# 5WXR71
Adolfo Hector Soles 2001 Ford Expedition Lic# 5WXR71

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: Hidalgo County Tax Office **DATE:** 5/15/07

PRINT NAME: _____ **ACCOUNT:** —

SIGNATURE: [signature] **PHONE:** 956-318-2159

JOB TITLE: Tax Assessor/collector

Bill to:
Hidalgo County Tax Office
100 E. Cano 1st Flr.
Edinburg, TX 78539

Attn: to
Mary Garcia

FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

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[✓] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

HECTOR ADAME, HECTOR HINOJOSA, JAVIER SALAZIOS

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: Buildings + Grounds
DATE: 4/2/07
PRINT NAME: IRENE CANTU
ACCOUNT:
SIGNATURE: Irene Cantu
PHONE: 289-7852
JOB TITLE: EXECUTIVE ASSISTANT

RECEIVED
APR 0 2 2007
PURCHASING DEPT.
MC 11:13

FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[ ] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[✓] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Request A Fuel Cards for

HECTOR ADAME
MANUEL GARCIA

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: Buildings & Grounds
PRINT NAME: IRENE CANTU
SIGNATURE: Irene Cantu
JOB TITLE: EXECUTIVE ASSISTANT

DATE: 5/20/07
ACCOUNT:
PHONE: 289-7852

AI-3945 **15.A.14.**

STANDING ITEM-New Adult Probation Office

CC REGULAR

Date: 05/22/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval for Request of Payment Invoice No. 6453 in the amount of $1,113.34 from L&G Engineering Lab, LLC, awarded contractor for material testing engineering services for "New Adult Probation Facility," and certified for payment by project architect, Rike Ogden Figueroa Allex Architects. C-06-096-12-20

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1301-423-20-320-017-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$115,727.26 available balance as of 05/17/2007

Attachments

Link: Invoice 6453

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 02:28 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:41 PM	APRV
3	Rey Salazar	Rey Salazar	05/17/2007 04:33 PM	APRV
4	Sergio Cruz	Sergio Cruz	05/17/2007 05:30 PM	APRV
5	Auditor's Office	Linda Fong	05/18/2007 10:15 AM	APRV
6	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Rocio Villarreal Started On: 05/16/2007 04:56 PM
Final Approval Date: 05/18/2007

L & G Engineering Laboratory, LLC

2100 W. Expressway 83
Mercedes, Texas 78570
(956) 565-0760 • Fax (956) 565-6746

Date
4/19/2007

Invoice # 6453

Bill To
County of Hidalgo Administration Building 100 E. Cano Street, 4th Floor Edinburg, Tx 78539

Re:
Hidalgo County Adult Probation Facility Const. Materials Testing (L&G Contract # C-06-096-12-20) P.O. Number 566134

CSJ#/Project #	Due Date	Rep	Report Number
L114502	5/10/2007	RG	R187 thru R192

Date	Item Code	Description	Price Each	Quantity	Amount
		R192			
4/21/2007	92034	Comp. Strength of Cyl. Specimen(Ea.)	13.55	2	27.10
	94050	Eng. Tech. (Concrete)(Hr.)	51.75	0.5	25.88
	95061	Test Report(Ea.)	18.00	1	18.00

L&G Engineering appreciates the opportunity to serve your material testing needs.

Total $1,113.34

L&G Engineering appreciates the opportunity to serve your material testing needs.

Balance Due $1,113.34

L & G Engineering Laboratory, LLC

2100 W. Expressway 83
Mercedes, Texas 78570
(956) 565-0760 • Fax (956) 565-6746

Invoice # 6453

Date
4/19/2007

Bill To
County of Hidalgo Administration Building 100 E. Cano Street, 4th Floor Edinburg, Tx 78539

Re:
Hidalgo County Adult Probation Facility Const. Materials Testing (L&G Contract # C-06-096-12-20) P.O. Number 566134

CSJ#/Project #	Due Date	Rep	Report Number
L114502	5/10/2007	RG	R187 thru R192

Date	Item Code	Description	Price Each	Quantity	Amount
		R187			
3/20/2007	91011	Field Density (Nuclear Method)(Ea.)	20.25	6	121.50
	94048	Eng. Tech. (Soils / SP.)(Hr.)	40.55	2	81.10
	95058	Vehicle Trip Charge (Miles)(Mi.)	0.42	44	18.48
	95061	Test Report(Ea.)	18.00	1	18.00
		R188 03/24/07 & 03/25/07			
	92033	Air Content (pressure Method)(Ea.)	22.50	1	22.50
	92035	Cyl. Specimen Prep./Hold/Cure(Ea.)	10.15	4	40.60
	94050	Eng. Tech. (Concrete)(Hr.)	51.75	4	207.00
	95058	Vehicle Trip Charge (Miles)(Mi.)	0.42	88	36.96
	95061	Test Report(Ea.)	18.00	1	18.00
		R189			
3/29/2007	91011	Field Density (Nuclear Method)(Ea.)	20.25	6	121.50
	94048	Eng. Tech. (Soils / SP.)(Hr.)	40.55	2	81.10
	95058	Vehicle Trip Charge (Miles)(Mi.)	0.42	57	23.94
	95061	Test Report(Ea.)	18.00	1	18.00
		R190			
3/31/2007	92034	Comp. Strength of Cyl. Specimen(Ea.)	13.55	2	27.10
	94050	Eng. Tech. (Concrete)(Hr.)	51.75	0.5	25.88
	95061	Test Report(Ea.)	18.00	1	18.00
		R191			
4/5/2007	91011	Field Density (Nuclear Method)(Ea.)	20.25	2	40.50
	94048	Eng. Tech. (Soils / SP.)(Hr.)	40.55	2	81.10
	95058	Vehicle Trip Charge (Miles)(Mi.)	0.42	55	23.10
	95061	Test Report(Ea.)	18.00	1	18.00

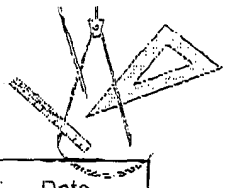
L&G Engineering appreciates the opportunity to serve your material testing needs.

Total

L&G Engineering appreciates the opportunity to serve your material testing needs.

Balance Due

Highway / Civil • Structural / Bridge • Environmental • Construction Material Testing



L & G Engineering Laboratory, LLC

2100 W. Expressway 83
Mercedes, Texas 78570
(956) 565-0760 • Fax (956) 565-6746

Invoice # 6453

Date
4/19/2007

Bill To

County of Hidalgo
Administration Building
100 E. Cano Street, 4th Floor
Edinburg, Tx 78539

Re:

Hidalgo County Adult Probation Facility
Const. Materials Testing
(L&G Contract # C-06-096-12-20)
P.O. Number 566134

CSJ#/Project #	Due Date	Rep	Report Number
L114502	5/10/2007	RG	R187 thru R192

Date	Item Code	Description	Price Each	Quantity	Amount
		R187			
3/20/2007	91011	Field Density (Nuclear Method)(Ea.)	20.25	6	121.50
	94048	Eng. Tech. (Soils / SP.)(Hr.)	40.55	2	81.10
	95058	Vehicle Trip Charge (Miles)(Mi.)	0.42	44	18.48
	95061	Test Report(Ea.)	18.00	1	18.00
		R188 03/24/07 & 03/25/07			
	92033	Air Content (pressure Method)(Ea.)	22.50	1	22.50
	92035	Cyl. Specimen Prep./Hold/Cure(Ea.)	10.15	4	40.60
	94050	Eng. Tech. (Concrete)(Hr.)	51.75	4	207.00
	95058	Vehicle Trip Charge (Miles)(Mi.)	0.42	88	36.96
	95061	Test Report(Ea.)	18.00	1	18.00
		R189			
3/29/2007	91011	Field Density (Nuclear Method)(Ea.)	20.25	6	121.50
	94048	Eng. Tech. (Soils / SP.)(Hr.)	40.55	2	81.10
	95058	Vehicle Trip Charge (Miles)(Mi.)	0.42	57	23.94
	95061	Test Report(Ea.)	18.00	1	18.00
		R190			
3/31/2007	92034	Comp. Strength of Cyl. Specimen(Ea.)	13.55	2	27.10
	94050	Eng. Tech. (Concrete)(Hr.)	51.75	0.5	25.88
	95061	Test Report(Ea.)	18.00	1	18.00
		R191			
4/5/2007	91011	Field Density (Nuclear Method)(Ea.)	20.25	2	40.50
	94048	Eng. Tech. (Soils / SP.)(Hr.)	40.55	2	81.10
	95058	Vehicle Trip Charge (Miles)(Mi.)	0.42	55	23.10
	95061	Test Report(Ea.)	18.00	1	18.00

L&G Engineering appreciates the opportunity to serve your material testing needs.

Total

L&G Engineering appreciates the opportunity to serve your material testing needs.

Balance Due

AI-3959 **15.A.15.**

Hidalgo County Group Health Insurance Program

CC REGULAR

Date: 05/22/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation by Hidalgo County's Group Health Benefits consultant, Alamo Insurance Group on status of the County's current self-funded/insured Group Medical Insurance Plan/Program;

B. Presentation for discussion, consideration and action on recommendations for the procurement options/methods/requirements of the County's self-funded/insured Group Medical/Health Insurance Plan/Program including but not limited to:

1) Requests for Proposals (through the customary method utilized by the County);
2) Other procurements options available to the County;

C. Requesting authority to advertise for: Hidalgo County's Self-funded/insured Group Medical/Health Insurance Plan/Program;

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/18/2007 03:34 PM	APRV
2	Budget & Management	Dina Trevino	05/18/2007 04:45 PM	APRV
3	Auditor's Office		05/18/2007 05:34 PM	NEW

Form Started By: Marty Salazar Started On: 05/18/2007 11:24 AM
Final Approval Date: 05/18/2007

AI-3851 **15.B.1.**

Construction of a Barrier and Fencing Around Air Burner Area at Sunrise Hill Pct 1

CC REGULAR

Date: 05/22/2007
Submitted By: Juan Tapia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal from Jamail Construction (AJOC) area job order contractor through the County's membership / participation with purchasing cooperatives, for the provision of labor and materials as attached hereto for:
Option One: Construct Fence around Air Burner $ 13,362.29
Option Two: Construct required Barrier around the Burner $ 20,323.88 (7-197)
Total ... $ 33,686.17

BACKGROUND

CC Approved 5-08-07 agenda to solicit proposals
Memorandum from B&G Director
Memorandum from Joseph Palacios, Chief Adm. Pct 1
Air Burner Purchase Order No. 581995
Proposal from Jamail Construction

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1100-419-40-220-001-0-739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $30,000.00 as of 5/17/07. As per Mr. Flores, no action will be taken on option two.

Attachments

Link: Construction of a Barrier and Fencing around Air Burner area at Sunrise Hill Pct 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 12:45 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:02 PM	APRV
3	Dale Kennan	Dale Kennan	05/17/2007 03:04 PM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 10:19 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 11:31 AM	APRV

Form Started By: Juan Tapia Started On: 05/14/2007 11:40 AM
Final Approval Date: 05/18/2007

E. Buildings & Grounds

1. AI-3679 Approval of request for payment REVISED Application No. 06 in the amount of $ 62,605.00 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 contract No. C-04-116-03-23 Po No. 555744 (6-089)

2. AI-3687 [redacted] from area job [redacted] and/or Jamail awarded vendor [redacted] participation/membership [redacted] "Fen[redacted] around the Air Burner Model S-327" a portable refractory walled including, but not limited to, the following:
[redacted] link fence
2- 9 gauge wire
3- 3 stands of barbwire at top
4- [redacted] (rolling or swing)

F. Elections Department

1. **AI-3692** Presentation for, discussion, consideration, acceptance and approval for a license renewal from July 01-2007 through June 30, 2008 for the Elections Department through Election Systems & Software, Inc in the total amount of $18,900.00 for Requisition No. 109050.

G. Co. Wide

1. **AI-3730** HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS –

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

H. Sheriff's Office

1. **AI-3731** Presentation for discussion, consideration, acceptance, and approval to accept the "Memorandum of Understanding" (MOU) for "Prenatal Care Services of Inmates" between the Hidalgo County Sheriff's Office and Hidalgo County Health Department.

I. Juvenile Probation

1. AI-3682 Requesting authority to purchase through the Inter Local Agreement with Buyboard vendor Philpott Motors, Inc. Port Neches, Texas and approval of specifications attached hereto for:
One (1) New Model 15P Club Wagon E-350 @ $20,224.00 plus a fee of $400.00 to give a total amount of $20,624.00. (7-198)

15. Budget & Management - Valde Guerra:

Purchase Order

COUNTY OF HIDALGO

PO#: 581995

DATE: 03/15/07

VENDOR: 341207 REQ:00106565
FAX (772)220-7302 Email:
Phone:(772)220-7303
AIR BURNERS, LLC
4390 CARGO WAY
PALM CITY FL 34990

BUYER: Walk Through
SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:
SITE: HIDALGO CO. PCT 1

Special Instructions:
R49

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

POSTED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED ON CC 3/8/07 AI#2758 C, GSA CONTRACT #V797P-4345A-TXMAS-3-6511020		
1	EACH	S-327 BOX BURNER (INCLUDES WARRANTY AND DELIVERY FEES) (CIP EQUIPMENT)	114,263.00	114,263.00
2	EACH	TWO (2) TRAINING / CERTIFICATION SESSIONS FOR COUNTY EMPLOYEES BY A FACTORY TRAINED INSTRUCTOR	1,750.00	3,500.00
1	EACH	LOADING CHARGE	1,500.00	1,500.00
1	EACH	OFFLOADING CHARGE (HYDRAULIC CRANE CAPABLE OF LIFTING THE 50,000 LB AIR BURNER)	1,500.00	1,500.00
1	EACH	WARRANTY RESERVE, MAKE READY, AND DELIVERY/ SET UP BY THE DEALER.	2,000.00	2,000.00
		ASSET #46508		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		122,763.00
		********** For Hidalgo County use only		
		7-1336-432-00-121-044-0-748 122,763.00		
		Approved		

Authorized by: Martha L. Salazar

JAMAIL &SMITH

to: Noe Montez
fax. 956-973-7804

May 15, 2007

Mr. Juan Tapia
Hidalgo County Purchasing Dept.
Admin. Office, 4th floor
100 E. Cano St
Edinburg, TX 78539

Re: Revised Proposal for "Incinerator Fencing for Pct. # 1, Sunset Park" Chain Link and Wood Fencing. RFP-07-197

Dear Juan,

Jamail & Smith Construction is pleased to submit a proposal to construct the above referenced project using TxMAS Procurement Method (TX Govt. Code 2155.504) in the amount of $ 33,686.17. In submitting this proposal, Jamail & Smith Construction is acknowledging the understanding and review of the project documents and specifications dated N/A prepared by N/A in conjunction with the structural documents prepared by N/A and N/A documents prepared by N/A. The budget amount includes the following scope of work to be performed and warranted by Jamail & Smith Construction for a one (1) year period as specified. Scope of work is based on information and sketch received from Hidalgo County as well as the site visit conducted on April 30, 2007. The design of the wood fencing is by Hidalgo County.

Division I-General Conditions

- Supervision, safety equipment as required.
- General Clean-up

Division II-Site Work/Utilities

- N/A

Division III-Concrete

- Extent of concrete work is the placing of concrete mix in the fence post hole(s) during the erection of the fence posts. This includes the wood posts and the galvanized metal posts the concrete shall arrive ready mixed with a PSI of 3000.

Division IV-Masonry

- N/A

Division V-Steel

- Second phase of this scope of work is the erection of 588' lineal feet of wood fencing. This fence is to be erected "inside" the perimeter of the new chain link fence described in Division X of this scope of work. This fence is to be installed parallel to the chain link on the North, East and South sides of the area to be fenced in. No wood fencing is to be erected on the West side of this area. The wood fence is to have 4"x4"x12' treated wood posts spaced on 8' on center. The 12' posts are to be embedded in concrete 4' into the ground and protrude 8' above the ground. There is to to be installed four horizontal 2"x4" x8' treated wood rails installed at each bay between each post. Once all the fence framing is complete the fence shall be sheathed (inside face only) with 4'x8' cement board siding

JAMAIL &SMITH

erected vertically. The wood fence shall stand off from the chain link fence a distance of 3'. Creating a 3' "dead space" between the two fences. Attachment of the cement siding to the fence framing shall be by galvanized spiral or ring shank nails or galvanized wood screws. The work shall be erected plumb, level, square and true to alignment.

Division VI-Millwork/Carpentry

-

Division VII-Moisture Protection

- N/A

Division VIII-Doors/Windows

- N/A

Division IX-Finishes

- N/A

Division X-Specialties

- First phase of the scope of work for this project is the erection of of 800' lineal feet chain link fence as per the sketch and information received from Hidalgo County Pct. # 1 as well as installation of a twenty (20') foot swing gate consisting of two (2) ten (10') foot leafs. The configuration of the fencing is in the form of a square measuring 200' feet by 200' feet with the twenty (20') foot gate located on the West side of the configuration. The fence shall be eight (8') foot tall with three strands of barbed wire sitting on top of the chain link. The overall height of the fence to top of barbed wire will be approximately Nine feet four inches tall (9'-4"). The chain link fence shall be of a #9 gauge galvanized fabric. All line posts shall be made of galvanized iron measuring in diameter two (2") inches and cemented into the ground no less than two (2') feet deep. The four (4) corner posts shall be 2 3/8" diameter with the gate posts four (4") inches in diameter also cemented into the ground and also made of galvanized iron with a minimum two (2') feet buried depth. All posts are to be set plumb, level and true spaced on ten (10') foot centers. The fencing shall follow the existing contour of the ground as is. No grading or clearing of the existing site is required nor quoted. The twenty (20') foot swing gates shall consist of two (2) ten (10') foot leafs with wheels for easy operating of the gates during opening and closing. All posts are to receive caps on top of each. Erection of the fence and installation of the gates shall be accomplished in accordance with recognized quality standards of the fencing industry.

Division XI-Equipment

- N/A

Division XIII-Equipment

- N/A

Division XV-Mechanical

- N/A

Division XV-Electric

- N/A

This proposal is valid for Thirty (30) Days Only.

JAMAIL &SMITH

Jamail & Smith Construction offers the following exclusions to the proposal:

EXCLUSIONS:

1. Any work not specifically described in this letter of proposal and/or the Jamail & Smith proposal estimate breakdown.
2. Any consequences (damage) due to high winds to the wood fencing.

Alternate #1:

ADD/DEDUCT..... $ N/A

ANY ADDITIONAL CONSTRUCTION THAT IS NOT INDICATED IN THE CONSTRUCTION DOCUMENTS AND NOT INCLUDED IN THE ABOVE PROPOSAL WILL BE SUBJECT TO A WRITTEN CHANGE ORDER.

Respectfully submitted,

Kent Van Eman
Regional Project Manager
Jamail & Smith Construction

08-B7-0018 HC Prct#1 Fencing Revision 1

Report Date: May 16, 2007

Estimate Creation Date: May 15, 2007

Author : Miguel Dones
Descr : Perimeter Fence for New Incinerator
Notes : McAllen CCI 2007 Jan Adjust-7.72%
~~McAllen TXMAS Coeff Std Hrs-86%~~
P&P Bond-4.5%
Permit & Fees-1%

CHAIN LINK FENCE.

Division: 32000000 Exterior Improvements

Line #: 32 31 13.20 0200 M Fence, barbed wire, 9 Ga wire, galv steel

Qty:	780.000	**Crew:**	B80C	**Unit:**	L.F.			**D/O:**	240.000
Lab. Hr:	0.100	**Mat.:**	$15.40	**Labor:**	$4.74	**Equip:**	$0.67	**Total:**	$20.81
	78.000		$12,012.00		$3,697.20		$523.38		$16,232.58

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: new perimeter 8' fence, barbed wire, rails, bottom wire, hardware and line post set in concrete

Line #: 32 31 13.20 5020 M *Fence double swing gates, 8' high, 20' opening

Qty:	1.000	**Crew:**	B80C	**Unit:**	Opng.			**D/O:**	2.800
Lab. Hr:	8.571	**Mat.:**	$704.00	**Labor:**	$406.28	**Equip:**	$57.75	**Total:**	$1,168.03
	8.571		$704.00		$406.28		$57.75		$1,168.03

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: 20' swing gate

Line #: 32 31 13.30 6600 M Fence, CL, indl, line posts, galv, 2.5" OD, set in conc, 8' H

Qty:	4.000	**Crew:**	B80	**Unit:**	Ea.			**D/O:**	69.000
Lab. Hr:	0.464	**Mat.:**	$39.05	**Labor:**	$23.61	**Equip:**	$8.91	**Total:**	$71.57
	1.856		$156.20		$94.43		$35.64		$286.27

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: line item utilzed for corner post

Line #: 32 31 13.30 6725 M Fence, CL, indl, corner post, galv stl, 4" OD, set in conc, 8' H

Qty:	2.000	**Crew:**	B80	**Unit:**	Ea.			**D/O:**	65.000
Lab. Hr:	0.492	**Mat.:**	$185.90	**Labor:**	$25.06	**Equip:**	$9.46	**Total:**	$220.42
	0.984		$371.80		$50.12		$18.92		$440.84

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: line item utilized for gate posts

Line #: 32 31 13.30 7925 M Fence, CL, post hole, auger by machine, 3' D, mdm soil

Qty:	74.000	**Crew:**	B80	**Unit:**	Ea.			**D/O:**	175.000
Lab. Hr:	0.183	**Mat.:**	$0.00	**Labor:**	$9.31	**Equip:**	$3.52	**Total:**	$12.83
	13.542		$0.00		$688.91		$260.48		$949.39

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: fence post augering

08-B7-0018 HC Prct#1 Fencing Revision 1

Report Date: May 16, 2007

Estimate Creation Date: May 15, 2007

Exterior Improvements

Mat.: $13,244.00 **Labor:** $4,936.94 **Equip:** $896.17 **Labor Hrs:** 102.953 **Division Total:** $19,077.11

08-B7-0018 HC Prct#1 Fencing Revision 1

Report Date: May 16, 2007

Estimate Creation Date: May 15, 2007

Burdened Subtotal : $19,077.11

Job Totals:		ManHours	Material	Labor	Equipment	SubContr.	Total
		102.950	$13,244.00	$4,936.94	$896.17	$0.00	$19,077.11
Sales Tax :	0.00 %		$0.00				
Material Markup :	0.00 %		$0.00				
Labor Markup :	0.00 %			0.00			
Equipment Markup :	0.00 %				0.00		
SubContract Markup :	0.00 %					$0.00	$0.00
Sub Total :							$19,077.11
P&P Bond :	4.50 %						$858.47
Permit & Fees :	1.00 %						$190.77
Sub Total :							$20,126.35
Coefficient :	0.8600						$2,817.69
							$17,308.66
City Cost Index :	McAllen 2007 Jan Adjust, UU						
Calculation Method :	Average (77.20 %)						-$3,946.37
Job Totals:	Total Sq. Footage :	-					$13,362.29
	Cost Per Square Foot :	$ 0.00					

08-B7-0018 HC Prct#1 Fencing Revision 1

Report Date: May 16, 2007

Estimate Creation Date: May 15, 2007

Author : Miguel Dones
Descr : Perimeter Fence for New Incinerator
Notes : McAllen CCI 2007 Jan Adjust-7.2%
~~McAllen TXMAS Coeff Std Hrs 86%~~
P&P Bond-4.5%
Permit & Fees-1%

WOOD FENCE

Division: 01000000 General Requirements

Line #: 01 54 33.40 0200 M Rent air compressor portable gas engine 60 CFM

Qty:	1.000	Crew:		Unit:	Ea.			D/O:	0.000
Lab. Hr:	0.000	Mat.:	$0.00	Labor:	$0.00	Equip:	$462.00 *	Total:	$462.00
	0.000		$0.00		$0.00		$462.00		$462.00

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: portable air compressor rental

Line #: 01 54 33.40 1525 M Pneumatic nailer w/accessories

Qty:	1.000	Crew:		Unit:	Ea.			D/O:	0.000
Lab. Hr:	0.000	Mat.:	$0.00	Labor:	$0.00	Equip:	$283.80 *	Total:	$283.80
	0.000		$0.00		$0.00		$283.80		$283.80

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: pneumatic nailer rental

Line #: 01 54 33.40 2300 M Rent electric generator gas engine 10 KW

Qty:	1.000	Crew:		Unit:	Ea.			D/O:	0.000
Lab. Hr:	0.000	Mat.:	$0.00	Labor:	$0.00	Equip:	$240.90 *	Total:	$240.90
	0.000		$0.00		$0.00		$240.90		$240.90

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: genset rental

General Requirements Labor Hrs: 0.000

Mat.: $0.00 Labor: $0.00 Equip: $986.70 Division Total: $986.70

Division: 03000000 Concrete

Line #: 03 31 05.35 0150 M Concrete, ready mix, regular weight, 3000 psi

Qty:	12.000	Crew:		Unit:	C.Y.			D/O:	0.000
Lab. Hr:	0.000	Mat.:	$114.40	Labor:	$0.00	Equip:	$0.00	Total:	$114.40
	0.000		$1,372.80		$0.00		$0.00		$1,372.80

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: concrete for fence post, material only

08-B7-0018 HC Prct#1 Fencing Revision 1

Report Date: May 16, 2007

Estimate Creation Date: May 15, 2007

Line #: 03 31 05.70 2600 M Placing conc, incl vib, footings, spread, over 5 CY, direct chute

Qty:	12.000	**Crew:**	C6	**Unit:**	C.Y.			**D/O:**	120.000
Lab. Hr:	0.400	**Mat.:**	$0.00	**Labor:**	$19.82	**Equip:**	$0.40	**Total:**	$20.22
	4.800		$0.00		$237.84		$4.75		$242.59

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: labor only

Line #: 03 51 13.50 0050 M Wood fiber, lightweight cement, plank, beveled, 1" thick

Qty:	4,768.000	**Crew:**	CARP	**Unit:**	S.F.			**D/O:**	1,000.000
Lab. Hr:	0.016	**Mat.:**	$2.22	**Labor:**	$0.97	**Equip:**	$0.00	**Total:**	$3.19
	76.288		$10,594.50		$4,623.05		$0.00		$15,217.55

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: line item utilized for cementitious 4' x 8' wood fencing

Concrete **Labor Hrs:** 81.088

Mat.: $11,967.30 **Labor:** $4,860.89 **Equip:** $4.75 **Division Total:** **$16,832.94**

Division: 06000000 Wood, Plastics, and Composites

Line #: 06 05 23.20 0100 M Nails mat. only, for pneumatic tools, framing/carton of 5000, 2-3/8"

Qty:	1.000	**Crew:**		**Unit:**	Ea.			**D/O:**	0.000
Lab. Hr:	0.000	**Mat.:**	$46.75	**Labor:**	$0.00	**Equip:**	$0.00	**Total:**	$46.75
	0.000		$46.75		$0.00		$0.00		$46.75

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: nails for fencing

Line #: 06 05 23.20 0600 M Nails mat. only, pneumatic tools, framing/carton of 4000,3-1/4",galv.

Qty:	1.000	**Crew:**		**Unit:**	Ea.			**D/O:**	0.000
Lab. Hr:	0.000	**Mat.:**	$88.55	**Labor:**	$0.00	**Equip:**	$0.00	**Total:**	$88.55
	0.000		$88.55		$0.00		$0.00		$88.55

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: nails for railings

Line #: 06 11 10.28 0980 M Framing, porch or deck, redwood, posts or columns, 4" x 4"

Qty:	924.000	**Crew:**	CARP	**Unit:**	L.F.			**D/O:**	390.000
Lab. Hr:	0.041	**Mat.:**	$7.15	**Labor:**	$2.48	**Equip:**	$0.00	**Total:**	$9.63
	37.884		$6,606.60		$2,295.77		$0.00		$8,902.37

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: line item utilized for treated wood post to allow for current market pricing

08-B7-0018 HC Prct#1 Fencing Revision 1

Report Date: May 16, 2007

Estimate Creation Date: May 15, 2007

Line #: 06 11 10.38 0100 M Framing, treated lumber, 2" x 4"

Qty:	2.500	**Crew:**		**Unit:**	M.B.F.			**D/O:**	0.000
Lab. Hr:	0.000	**Mat.:**	$863.50	**Labor:**	$0.00	**Equip:**	$0.00	**Total:**	$863.50
	0.000		$2,158.75		$0.00		$0.00		$2,158.75

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: line item utilized for fence railing

Wood, Plastics, and Composites

Labor Hrs: 37.884

Mat.: $8,900.65 **Labor:** $2,295.77 **Equip:** $0.00 **Division Total:** $11,196.42

08-B7-0018 HC Prct#1 Fencing Revision 1

Report Date: May 16, 2007

Estimate Creation Date: May 15, 2007

Burdened Subtotal : $29,016.06

Job Totals:		ManHours	Material	Labor	Equipment	SubContr.	Total
		118.970	$20,867.95	$7,156.66	$991.45	$0.00	$29,016.06
Sales Tax :	0.00 %		$0.00				
Material Markup :	0.00 %		$0.00				
Labor Markup :	0.00 %			0.00			
Equipment Markup :	0.00 %				0.00		
SubContract Markup :	0.00 %					$0.00	$0.00
Sub Total :							$29,016.06
P&P Bond :	4.50 %						$1,305.72
Permit & Fees :	1.00 %						$290.16
Sub Total :							$30,611.94
Coefficient :	0.8600						$4,285.67
							$26,326.27
City Cost Index :	McAllen 2007 Jan Adjust, UU						
Calculation Method :	Average (77.20 %)						-$6,002.39
Job Totals:	Total Sq. Footage :	-					$20,323.88
	Cost Per Square Foot :	$ 0.00					

BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

To: Juan Tapia, Purchasing RE 07-197

From: Daniel Flores, Director Buildings and Grounds

Date: April 24, 2007

Re: Fencing for Air Burner at Sunrise Hill

The Hidalgo County Precinct 1 is requesting assistance in completely fencing the area around the C.I.P. Air Burner. The following our the specifications provided to Buildings and Grounds by Precinct 1:

1. 780 ft. of 10' chain link fence
2. 9 guage wire
3. 3 strands of barbwire at top
4. 1-20' gate (rolling or swing)

If you have any questions, please call at 289-7855 or 239-1942.

Hidalgo County, Pct. 1

MEMO

TO: DANIEL FLORES, BUILDINGS & GROUNDS

FROM: JOSEPH PALACIOS, CHIEF ADMINISTRATOR JP.

SUBJ: FENCING OF AIR BURNER AREA

DATE: APRIL 19, 2007

We are requesting assistance for C.I.P. Air Burner Operations. We are required to completely fence the area to obtain a permit from E.P.A. The following are the specifications to do so:

670 – Feet of 10" Chain Link
Fabric 9 gauge
Roll of Barbwire (enough for 3 Rolls on top of chain link fence)
1 – 20 Feet Door

If you have any questions, please advise.

956-968-8733

AI-3886 **15.C.1.**

Pct. 1-Prof Eng Svc Contract-TEDSI-Mile 2 West & Mile 6 West Projects

CC REGULAR

Date: 05/22/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting approval of a "Professional Engineering Services Contract" with TEDSI Infrastructure Group for "Mile 2 West Road (from Mile 12 North Road South to Mile 7 1/2 North) for Hidalgo County Pct. 1

B. Presentation for consideration, discussion acceptance and approval of Work Authorization No.1 in the amount of $637,476.24 with TEDSI Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-07-049-08-22 for "Mile 2 West Road (from Mile 12 North Road South to Mile 7 1/2 North)

C. Requesting approval of a "Professional Engineering Services Contract" with TEDSI Infrastructure Group for "Mile 6 West Road (from Mile 9 North to Mile SH 107) for Hidalgo County Pct. 1

D. Presentation for consideration, discussion acceptance and approval of Work Authorization No.1 in the amount of $2,117,566.60 with TEDSI Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-07-050-08-22 for "Mile 6 West Road (from Mile 9 North to Mile SH 107)

BACKGROUND

Contract No. C-07-049-05-22 (Mile 2 West Project)
Work Authorization No. 1

Contract No. C-07-050-05-22 (Mile 6 West Project)
Work Authorization No. 1

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1315-431-00-121-040-0-731
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Availale balance is $60,000.00 as of 5/17/07. Additional funding available pending tansfer (AI-3936) in the amount of $67,495.25. Total pending available balance of $127,495.25 for 20% local match.

FISCAL YEAR: 2007 **ACCT. #:** 7-1315-431-00-121-039-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Availale balance is $160,000.00 as of 5/17/07. Additional funding available pending tansfer (AI-3955) in the amount of $263,513.32. Total pending available balance of $423,513.32 for 20% local match.

Attachments

Link: Pct. 1-Prof Eng Svc Contract-TEDSI-Mile 2 West & Mile 6 West Projects

Link: Pct. 1-Prof Eng Svc Contract-TEDSI-Mile 2 West & Mile 6 West Projects

Link: backup

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 12:52 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:06 PM	APRV
3	Dale Kennan	Dale Kennan	05/17/2007 03:04 PM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 11:37 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 04:35 PM	APRV

Form Started By: Letty Saenz Started On: 05/15/2007 02:30 PM

Final Approval Date: 05/18/2007

EXHIBIT "E"

Work Authorization Form

HIDALGO COUNTY

Professional Engineering Services
Contract # **C-07-049-05-22**

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of **Article 7** of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is to provide **General Engineering Services for Horizontal & Vertical Control Benchmarks, Right Of Way Mapping, Topographic Survey, Utility Relocation Drawings and Plans, Specifications and Estimate** for **"Mile 2 West Road Improvements between Mile 12 North and Mile 7 ½ North "** for **Hidalgo County Precinct Number One.**

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** ***–Scope of Services to be Provided by the Owner*** as attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** ***–Scope of Services to be Provided by the Engineer*** as attached hereto.

PART 2. ESTIMATED LUMP SUM COST

The estimated lump sum cost for services under this Work Authorization is **$ 637,476.24.** This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D".**

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Articles 5, 6,** and **7** of the **Agreement.**

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No. **7-1315-431-00-121-040-0-731**
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 all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C".**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This 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 S. Handy** as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY PRECINCT NO. 1

BY: _____
Sylvia S. Handy, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted and approved by Hidalgo County Commissioners' Court on and effective as of **22nd** day of **May, 2007.**

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

_____
By: Mark W. Lupher, P.E., RPLS (Sr. Project Manager)

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "E"

Work Authorization Form

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-050-05-22

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of **Article 7** of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, "professional engineers" of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is to provide **General Engineering Services for Environmental Assessment, Schematic Design, Horizontal & Vertical Control Benchmarks, Right Of Way Mapping, Topographic Survey, Utility Relocation Drawings, Plans, Specifications and Estimate (PS&E)** for **"Mile 6 West Road Improvements between SH 107and Mile 9 North"** for **Hidalgo County Precinct Number One.**

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** – ***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED LUMP SUM COST

The estimated lump sum cost for services under this Work Authorization is **$2,117,566.60.** This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D".**

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Articles 5, 6,** and **7** of the **Agreement.**

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **7-1315-431-00-121-039-0-731**
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 all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C".**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This 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 S. Handy** as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY PRECINCT NO. 1

BY: _____

Sylvia S. Handy, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted and approved by Hidalgo County Commissioners' Court on and effective as of **22nd** day of **May, 2007.**

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

_____
By: Mark W. Lupher, P.E., RPLS (Sr. Project Manager)

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-07-049-05-22

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services for Horizontal & Vertical Control Benchmarks, Right Of Way Mapping, Topographic Survey, Utility Relocation Drawings and Plans, Specifications and Estimate for Mile 2 West Road Improvements between Mile 12 North and Mile 7 ½ North** for Hidalgo County Precinct Number One.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***-Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this

Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-*Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on December 31, 2007 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the

Engineer, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the

exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Work Authorization deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and / or providing of additional copies (over 10) of reports; additional copies (over 10) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the improvements provided in each Work Authorization.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the

Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the Work Authorization for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and

until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any contracts or Agreements related to the Work Authorization, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"** – ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail

the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**.

Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the Work Authorization's deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** – ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost of the Work Authorization to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the Work Authorization, and the option or options were not

selected or approved by the **Owner** to be incorporated into the final plan of the Work Authorization. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Work Authorization**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the Work Authorization will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment

furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the

foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to the Work Authorization to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on any Work Authorization under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed in Work Authorizations, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The

Engineer covenants with the **Owner** to use the **Engineer**'s **best** efforts, skill, judgment and abilities to design the improvements in each Work Authorization and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the Work Authorization has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction.

(d) The **Engineer** represents, covenants and agrees that the **Engineer**'s special talent, training and experience cause the **Engineer** to be the prime professional on the Work Authorization**;** that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize

specific dangers that may arise from the proper use of the improvements after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the improvements are within a class of foreseeable persons who will be relying on the improvements being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer**'s inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization's intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the Work Authorization, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to

indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance)** showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while

performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Services Fee***, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	***Hidalgo County***	**ENGINEER:**	**TEDSI Infrastructure Group**
	100 East Cano, 2nd Floor		**1201 E. Expressway 83**
	Edinburg, Texas 78539		**Mission TX 78572**

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2007**.

ENGINEER:
TEDSI Infrastructure Group

BY: _____
Jesse Salinas, Principal

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved As To Form:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin work.

2) Payment for work performed by the engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide any available relevant data that may on file concerning the Project.

5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

7) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.

8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.

9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

11) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

Services to be Provided by the Engineer

MILE 2 WEST ROAD – PHASE II
Mile 12 North to Mile 7 ½ North

CSJ:	0921-02-170
Highway:	Mile 2 West Road
County:	Hidalgo
Limits:	From Mile 12 North Road, south to Mile 7-1/2 North
Project Length:	4.5 miles
Area Office:	Pharr Area Office

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 20-foot paved two-lane roadway

Proposed Improvements
Construct 40-foot paved rural roadway consisting of two 12-foot travel lanes and two 8-foot shoulders. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

GENERAL MANAGEMENT/COORDINATION

Function Code: 164
The **Engineer** shall design, develop and prepare all documents in ***English*** units.

The **Engineer** shall develop/submit a work schedule with milestone activities and/or deliverables identified.

The **Engineer** shall utilize a computer graphics system that is compatible with the **State's** computer system. The computer graphics files will have the same integrity, singularity and attributes as elements generated by the **State's** computer system. Roadway design for the route study will be developed in GEOPAK.

Right of Entry: It will be the responsibility of the **Engineer** to secure permission to enter private property for purposes of survey, environmental and engineering/geotechnical investigations. The **Engineer** will, at all times, contact the property owner prior to any entry onto the owner's property and with TX DOT's prior concurrence.

The **Engineer** shall be required to meet as required with designated County and TxDOT representatives to report on the project's progress. The **Engineer** will be required to prepare and submit, on a monthly basis, a formal (typewritten) progress report with a project

schedule that indicates the percentage completion of each task outlined. These will be attached to the monthly invoice when submitted for billing purposes.

The Engineer shall be required to meet with designated State's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.

The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project as follows:

The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

Peer review will be provided at all levels.

PHASE I- ADVANCED PROJECT DEVELOPMENT SERVICES

I. ROUTE AND DESIGN STUDIES

Task: Preliminary Cost Estimate
Function Code: 110
The engineer shall develop a preliminary cost estimate.

II. FIELD SURVEYING

The Engineer's Surveyor shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.

The Engineer's Surveyor shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".

Task: Establish Benchmark Circuit
Function Code: 150
The surveyor shall Establish Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on a 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on set points within the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall

be incorporated into the level loops utilizing the NAVD88 Datum elevations. TxDOT BM control sheets shall be created for the newly establish BMs and included in the deliverables.

Task: Establish Base Lines
Function Code: 150

1. Stake existing centerline and set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center points to be set are every 1000 feet.
2. Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way line (on both sides).
3. Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on the pavement using traffic paint.

Task: Obtain Cross Sections from Field Surveying
Function Code: 150

Task: Ground Topography
Function Code: 150

1. Driveway (Public Access, Commercial, & Private) and Turnouts
   a. Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).

2. Side Drains
   a. Obtain approximate roadway centerline station.
   b. Obtain size, length, description of structure, and conditions.
   c. Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
   d. Label descriptions (size and length) on each side drain.

3. Culverts:
   a. Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
   b. Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
   c. Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.
   d. Determine type of wingwall (i.e. flared wingwall, parallel, etc...) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc...) according to TxDOT standards. For barrier rail include type of end treatments, location, type, length, and height.
   e. Obtain pictures of culverts barrels and outlet and inlet view to right of way line.

4. Fence, Mailboxes, and Sign Inventory:

1. Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.
2. Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.

5. Utilities:
   Refer to Right of Way Services, "Task: Utilities", for services to be provided by the surveyor.

6. Traffic Flashing Beacons and Illumination
   a. Locate poles and traffic controller box.
   b. Locate pedestrian poles and height of pedestrian push buttons.
   c. Located crosswalks and stop bar.
   d. Obtain lane(s), shoulder(s), left and right turning lanes - taper widths.
   e. Locate traffic signal heads and illumination.

7. Miscellaneous
   a. This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   b. ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.

Task: Deliverables:

1. Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
2. Right of Entry Letters

Phase II – Right Of Way Services

Task: Ownership Data and Permission for Right of Entry
Function Code: 130
The Engineer shall obtain ownership data for all additional impacted property owners within the project limits and shall obtain right of entry from all property owners prior to commencing any work for surveying and/or right of way services. This will be done with a supplemental agreement, as the scope is determined

Task: Existing Utility Layouts, Utility Coordination and Meetings
Function Code: 130
The Engineer shall perform the following duties:
1. The Engineer shall meet with the Area Office and Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall

prepare the minutes for these meetings and forwarded to the County. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:

a) Activities completed since last meeting
b) Problems encountered.
c) Late activities.
d) Activities required by the next progress meeting.
e) Solutions for unresolved and/or anticipated problems.
f) Information or items required from other agencies/consultants.

2. If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
3. The Engineer shall notify the Utility companies in writing and request the following information in writing:
    a. Project letting date and request they relocate prior to letting.
    b. Develop their relocation plan according to Utility Accommodation Policy Manual.
    c. Forward their relocation plan to the Engineer.
    d. Request in writing when relocation of utilities will be complete.
    e. Upon immediate completion of relocation, request they forward as-built plans to the County.
4. The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
5. The Engineer shall update all files and plans based on the utility company responses.
6. The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the County and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
7. The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.

Task: Topographic -Utility locations
Function Code: 130
The Engineer's Surveyor shall gather all vertical and horizontal overhead utilities (location, elevation, direction, etc.) within the existing and proposed right of way.

Task: Existing and Proposed Right of Way
Function Code: 130
The Engineer shall stake all proposed right of way and drainage easement necessary for preparation and construction of this project as required to finalize the acquisition process and as required for utility relocations.

Right of Entry: It will be the responsibility of the **Engineer** to secure permission to enter

private property for purposes of survey, environmental and Engineering investigations. The **Engineer** will, at all times, contact the property owner prior to any entry onto the owner's property.

RIGHT-OF-WAY DATA (FC 130)

Utility Coordination/Inventory – For Phase II, (Section III) the Engineer will provide the following:

1. Identify all existing overhead and above ground utilities; identify all existing underground utilities.

2. The County will assist with the Engineer/Surveyor for the Coordination of utilities and ROW

The **County** will provide utility coordination with the surveyor and right-of-entry with the surveyor as needed.

The Engineer/Surveyor shall perform the following work.

- Update the existing planimetric file.
- Update the DTM file.
- Recover and/or reestablish the existing centerlines of the existing roadway and intersecting roads.
- Tie down horizontally the utility information on the planimetric.

FIELD SURVEYING (FC 150)

In general, the **Engineer** will provide all field surveying required to complete the following:

1. Field Location: The **Engineer** will perform any surveying necessary to locate the centerline at locations where it crosses existing accessible features so that the environmental assessment can be performed.

2. Preliminary Horizontal Control
   a) Major Utility locations (horizontal reference, size, type, and owner name/phone/address).

PHASE II – RIGHT OF WAY MAP

Right of Way Map Development – The Engineer will provide the Right of Way Maps

in accordance with the TxDOT Checklist below:

General

___ All documents have been proofread and are accurate.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with begin and end sta.
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:

___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take,
remainder etc...
___ Math checked on remainder

Improvements:

___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with
stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:

___ All utilities within or crossing existing and proposed right of way are shown and labeled as to
size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

**** DO NOT SEAL MAP***

FIELD NOTES

Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"

___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to
nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and
distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:
Secondary rural .0003

Primary rural - secondary urban	.0002
Urban or industrial	.00013

PHASE III- PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

The Engineer shall prepare and submit the 1st, 2nd, 3rd, and Final submissions to the Pharr Area Office for the coordination, review, and the quality submission of the PS&E packages prepared by Engineer. The following tasks identify the responsibilities and deliverables that shall be carried out by the Engineer as part of PS&E development and submissions:

I. GENERAL

Task: Title Sheet
Function Code: 163
The Engineer shall prepare and submit this work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals.

Task: Project Layout/ Index
Function Code: 163
The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project. By use of shading or cross-hatching, the proposed areas of construction should be shown.

Task: Typical Sections –Configuration (Lane/Shoulder/Cut/Fill/etc.)
Function Code: 160
The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.

Task: Typical Sections – Pavement Design
Function Code: 160
Pavement Design to be the same as recently completed adjacent northern section.

Task: General Notes

Function Code: 163
The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. The Engineer shall compile all pertinent General Notes and develop any Special Provisions/Special Specifications applicable and required for this project. Specifications and General Notes will be provided to the State electronically in acceptable format for transferring data.

Task: Estimate and Quantity
Function Code: 163
The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. For Roadway, Bridge and Traffic items, the Engineer shall prepare a complete listing of construction bid items, compute estimated quantities required for each item, and compute estimated cost of construction work based on current State average low bid unit prices and estimated quantities.

Task: Consolidated Summaries
Function Code: 163
For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated per CSJ, City or County participation, etc. In addition some summaries (Traffic Control Plan, SW3P, etc.) shall be consolidated if applicable according to each phases of sequence of construction. Any quantities shown "For Contractor Information Only" should be shown as such.

II. TRAFFIC CONTROL PLANS (TCP)

The Engineer shall contact the Area Office prior to the 1st plan submission to address the approval of the Traffic Control Plan. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval. At this time, the Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.

Prior to making a presentation to the Traffic Control Safety Review Committee, the Engineer shall be responsible to advise TxDOT-Area Office of any traffic control issues that may affect the design from any previous initial meetings. The plans shall address the Typical Sections, Phases Narrative, Phase Layouts, and Temporary Traffic Signals and Illumination for each respective phase.

The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using Primavera or SureTrack software

Task: Phase Narrative
Function Code: 163
The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.

Task: Typical Sections
Function Code: 163
The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.

Task: Phases Layouts
Function Code: 163
If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads. In addition, the Engineer shall assure that drainage issues have been addressed as result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
The Engineer shall prepare the plan and profile sheets and cross sections for all detours using the criteria established under "III. ROADWAY DETAILS, Task: Plans and Profile, Function Code: 160". These sheets and cross sections shall follow the phase layouts on the plans.

Task: Temporary Traffic Signals and Illumination
Function Code: 163
If the Engineer determines that the existing flashing traffic signal will be affected, then the adjustment/realignment of traffic signal heads shall be addressed on the plans.

Task: Standards

Function Code: 163
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

The Engineer shall identify and insert all applicable TxDOT standards preferably at all times.

III. ROADWAY DETAILS

The Engineer shall design, prepare and submit the work under this section in accordance to the Roadway Design Manual, Hydraulic Design Manual, PS&E Preparation Manual, latest version of TxMUTCD and other deemed necessary State approved manuals. In addition, the Engineer should refer AASHTO, "A Policy on Geometric Design of Highways and Street" (2001- 4th Edition) when criteria is not identified on State manuals

The Engineer shall be responsible, at the early plan development stage, to inform the State of changes made from previous initial meetings regarding all exceptions, waivers, and variances that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the State-Area Engineer, unless otherwise directed by the State to proceed.

Task: Alignment Sheets
Function Code: 160
The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).

Task: Benchmark Data Sheet
Function Code: 160
The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.

Task: Plan and Profile
Function Code: 160
The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format.

The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.

The Engineer shall verify the roadway's existing profile and plan, the superelevation transition lengths (according to the superelevation rate and distance between the axis of rotation and the edge of travel way), and all ponding areas.

The Engineer shall develop and verify all cross sections in preparation of the proposed

traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.

The Engineer shall determine all cut and fill quantities.

Task: Intersection Details
Function Code: 160
The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals pedestrian heads, signage, and pavement markings. Also, the Engineer shall design all intersections in accordance to TxDOT's, "Regulations for Access Driveways to State Highways" or any approved latest version of the "Access Management Manual". In addition, the Engineer shall assure the location and verification of any storm sewer inlets, and utilities are not within pathway of the pedestrian element nor outside of the limitations of the right of away. In those instances where the Engineer has identified a variance for this task, the Engineer shall notify the State immediately and cease any work further until this issue has been resolved between Engineer and the State-Area Office. The Engineer shall design the intersection by preventing the bottom of the vehicles to be wedged when accessing onto a street.

Task: Driveway Details
Function Code: 160
The Engineer shall design all driveways in accordance TxDOT's, "Regulations for Access Driveways to State Highways", any approved latest version of the "Access Management Manual", and the Pharr District Standard Driveway Details. The Engineer shall notify the TxDOT-Area Office at the early design process when a construction license agreement is needed to construct a portion of the driveway outside of the State's Right of Way. The Engineer shall design the intersection by preventing the bottom of the vehicles to be wedged when accessing onto an adjacent property.

Task: Miscellaneous Details, Etc.
Function Code: 160
The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

Task: Standards
Function Code: 160
The Engineer shall identify and insert all applicable TxDOT standards preferably at all times.

IV. WALL DETAILS

Task: Wall Layouts
Function Code: 163
This task, if required, shall be addressed with a separate supplemental work authorization.

V. DRAINAGE DETAILS

The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section

Task: Hydraulic Calculations
Function Code: 161
The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:

- Description-Material, Size, & Entrance (headwall)
- Design discharges, Flow per barrel, barrel slope, and Manning n-value
- Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
- Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
- Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.

Task: Culvert Layouts, Cross Sections, and Detail Sheets
Function Code: 161
The Engineer shall use the above-listed manuals to prepare and submit the work under this task.

Task: Plan and Profile Sheet
Function Code: 161
The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The Engineer shall show the location of culverts and ditches on the roadway plan view.

Task: Miscellaneous Details
Function Code: 161
The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

Task: Standards

Function Code: 161
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

VI. UTILITIES

Task: Existing and Proposed Utility (P&P) Layouts
Function Code: 130
The utility relocation layout sheets are applicable when relocation of existing utilities will be included in the construction plans.

Task: Standards (For each utility type)
Function Code: 130
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

VII. TRAFFIC ITEMS

Task: Traffic Signal Layouts
Function Code: 162
The Engineer shall prepare a traffic signal warrant study to support their recommendation for the continuous activation of a proposed traffic signal based on projected volumes. This warrants study includes addressing pedestrian signals along with obtaining traffic and pedestrian counts as part of this scope. If a signal is warranted, a supplemental agreement would be prepared for the plan preparation.

Task: (Traffic Signals) Standards
Function Code: 162
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards. District Standards and/or miscellaneous details that have been approved for use at other Districts shall be signed, sealed, and dated by a Registered/Licensed Engineer in Texas for use in the Pharr District. The Project Manager/Area Engineer shall approve the use of these details during the early stages of design. In addition, the appropriate general notes, special specifications, special provisions, and method of payment shall accompany these details.

Task: Illumination
Function Code: 163
The Engineer shall refer to TxDOT's Highway Illumination Manual and other deemed necessary State approved manuals for design of continuous lighting and safety lighting for all conventional. Safety lighting shall be included as part of the design on each flashing beacon and traffic signal. Preliminary layouts shall be provided for initial review and approval. Circuit wiring diagrams shall be prepared showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. Any existing illumination within the project limits shall be coordinated with the proposed design.

Task: (Illumination) Standards
Function Code: 163

The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

Task: Signing
Function Code: 162
The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual.

Task: (Signing) Standards
Function Code: 162
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

Task: Pavement Markings
Function Code: 162
The Engineer shall refer to latest version of the TxMUTCD, Supplemental to TxMUTCD, TxDOT's Signs and Markings Manual.

Task: (Pavement Markings) Standards
Function Code: 162
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards

VIII ENVIRONMENTAL

Task: Storm Water Pollution Prevention Plans (SW3P)
Function Code: 161
The Engineer shall submit and prepare SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management

Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion.

Task: Miscellaneous
Function Code: 161
The Engineer shall prepare and submit this work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals.

1. Roadway Details
2. The Engineer shall describe the Erosion Control Devices to be used in the project.

XI. MISCELLANEOUS

Task: Landscaping/Irrigation
Function Code: 161
The engineer shall perform the following tasks under this item:

1. For vegetation items, the Engineer/Architect shall prepare quantities, general notes, special provisions,

X. CROSS SECTIONS

Task: Cross Sections
Function Code: 160
The Engineer shall submit preliminary cross sections as part of traffic control layouts for review and approval of the proposed traffic control plans by the Traffic Control Safety Review Committee. Two rolls of cross sections shall be included with each submittal for review. For the Final Submission, the Engineer shall furnish the final cross - section plots, in 11"X17" mylars, showing both the original terrain (modified) and the design cross-sections, showing the roadway template, at a vertical scale of 1": 5' and a horizontal scale of 1": 10'. The design cross - sections shall indicate the slope rate on the side slopes and shall be included at the end of the plans following "X Miscellaneous". The Engineer shall use GeoPak software and provide the state with the applicable files.

DELIVERABLES

The Engineer shall forward to the County and State, one (1) and three (3) sets, respectfully, of CDs with all the files containing the information and layouts used to prepare the PS&E.

Each CD shall be labeled and include the following:

- CSJ
- County
- Highway
- Date of the CD Burn
- INTERIM (in 1" letters) Note: As-built shall specified FINAL
- Volume sequence (i.e. Disk 1 of 3)

Each CD created shall have the standard directory structure, as follows:

Directory :\Control-Section - Job Number	Types of Data
Documents	Form 1002, Design Summary Report (DSR), Design Exceptions/ Variances, Traffic Control Safety Review Approval Form, Hydraulic Report, Geotechnical Report, Summaries, General Project Correspondence, and Excel files.
Utilities	Existing utility information as provided by the affected utility company including correspondence.
ROW	ROW Maps and Parcel sketches as furnished By surveyor
Design	All .DGN files – Mapping, Sheet Files, Master Design Files, dat files .gpk files, .prj files, design cross section files, etc.
Hydraulics	Drainage Input & Output Culvert Analysis
Electrical	Electrical input and output files, correspondence, everything except .dgn files
Signing	Signing input and output files, correspondence, everything except .dgn files
Standards	All Standard Sheets used for the Job
Construction	Field change documentation except for .dgn files.

A "readme" file should be created and placed under the "documents" subdirectory. The readme file should be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as the CSJ,
Limits of Construction and Type of Improvements

All CADDSEALS placed on finished documents are to remain on that document. Do Not remove CADDSEALS.
The file naming convention will be as shown below. Not all plan sets will have all of the listed sheets.

Sheet File Type Naming Convention

Title Sheet *TTL*.DGN
Supplemental Index *INDX*.DGN
General Notes & Spec. Data *GNOT*.DGN
Estimate & Quantities *E&Q*.DGN
Consolidated Summaries *SUM*.DGN
Project Layout *PRJLO*.DGN
Typical Sections *TYP*.DGN
Traffic Control Plans *TCP*.DGN
Horizontal Alignment Data *HAD*.DGN
Bench Mark Data *BM*.DGN
Table of Cross Slopes *CS*.DGN
Plan & Profile Sheets *PP*.DGN
Landscape Sheets *LAND*.DGN
Irrigation Sheets *IRRI*.DGN
Detail Sheets (any) *DET*.DGN
Drainage Area Maps *DA*.DGN
Hydraulic Data Sheets *HD*.DGN
Storm Sewer Plan & Profiles *SS*.DGN
Culvert Cross Sections *CUL*.DGN
Water Quality Facilities *WQ*.DGN
Retaining Wall Sheets *RET*.DGN
Bridge Layouts *BR*.DGN
Bridge Quantities/Bearing Seat Info *BRQUAN*.DGN
SW3P Info Sheet *SW3P*.DGN
Erosion Control (Temp & Perm) *EC*.DGN
Signing Layouts *SIGN*.DGN
Pavement Markers (incl. Delineation) *PMLO*.DGN
Signalization Sheets *SIG*.DGN
(includes electrical service sheets)
Illumination Sheets *ILLI*.DGN
Roadway Cross Sections *XS.DGN
Master Design File *MDF.DGN
Alignment File *ALN*.DGN

Where an * (wildcard) appears in the filename, the user is free to describe the file as they see fit as long as the required letters appear in the filename somewhere.

I. PS&E DELIVERABLES

The Engineer shall deliver to the Project Manager assigned by the State four (4) copies of the 1st, 2nd, and 3rd submittal. For the final submittal, the Engineer shall submit one set in Mylar accompanied by a paper copy.

1st Submittal -

a. Approved (signed form) Design Summary Report
b. Title Sheet
c. Typical Sections (existing and proposed)
d. Traffic Control Plan
e. Utility Layout (conflicts identified)
f. Plan & Profile
    1. Vertical Alignment (existing and proposed)
    2. Horizontal Alignment (existing and proposed)
g. Bridge Layouts (including bridge class structures)
h. Miscellaneous Details
i. Corresponding Quantity Summary Sheets
j. Corresponding Standard Detail Sheets for all Items of Work in this submittal
k. Preliminary Estimate
l. Design Exceptions/Waivers required
m. Newly created Special Provisions/Specifications to be used (Form 1814)
n. R.O.W. (issues identified)
o. 2 Rolls of Cross Sections

2nd Submittal -

a. Index Sheet
b. Hydrologic Computation Sheets
c. Hydraulic Data Sheets
d. Drainage Area Maps
e. Drainage Plan & Profile
f. Drainage Structure Details
g. Storm Sewer Details
h. Storm Water Pollution Prevention Plan
i. Bridge Details
j. Retaining Walls
k. Miscellaneous Details
l. Corresponding Quantity Summary Sheets
m. Corresponding Standard Detail Sheets for all Items of Work in this submittal
n. Updated Estimate
o. Utility Adjustment/Relocation Details
p. R.O.W. Acquisition Detail
q. 2 Rolls of Cross Sections

III. 3rd Submittal -

a. Final Index of Sheets

b. Pavement Marking Layout/Details
c. Signalization (existing and proposed)
d. Illumination
e. Traffic Management Items
f. Miscellaneous Details
g. Corresponding Quantity Summary Sheets
h. Corresponding Standard Detail Sheets for all Items of Work in this submittal
i. Final Estimate
j. General Notes
k. Certifications
l. Form 1002
m. Cross Sections

IV. 4th Submittal -
a. PS&E Package 100% complete.

II. GEOTECHNICAL DELIVERABLES

The Engineer shall submit the Geotechnical Report signed and sealed by a Registered Professional Engineer in the State of Texas.

III. HYDRAULIC DELIVERABLES

The Engineer shall submit the Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.

IV. SURVEY DELIVERABLES

The Engineer shall submit, after completion of PS&E, all original field books containing all survey information requested for this work authorization. The field book shall contain all information gathered in the field. The survey information provided shall be to the surveyor's best knowledge, accurate, and complete.

Electronic files (*.txt) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system. The x-coordinate corresponding to the east bearing, the y-coordinate corresponding to the north bearing, and the z-coordinate corresponding to the vertical elevation.

Electronic 2d and 3d Microstation files (*.dgn) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

Exhibit "D"

Engineer's Contract Rate Schedule

TEDSI INFRASTRUCTURE GROUP

LABOR:

JOB DESCRIPTION	TXDOT BASE SALARY	REVISED CONTRACT RATE
Engineering		
Principal (QC/QA)	$66.58	$210.55
Project Manager (VIII)	$55.30	$174.88
Sr. Engineer (V)	$48.22	$152.50
Project Engineer (III)	$42.94	$135.80
Engineer (I)	$32.63	$103.20
Sr. Engineer Designer	$36.81	$116.40
Engineering Designer	$32.27	$99.00
CADD Operator	$30.36	$96.00
Secretary	$18.43	$58.28
Surveying		
Reg. Public Land Surveyor	$37.86	$119.75
Surveyor Technician	$25.50	$80.64
Abstractor	$60.00	$189.75
2-Man Survey Crew	$53.36	$168.75
3-Man Survey Crew	$63.00	$199.25
4-Man Survey Crew	$77.40	$244.75

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	$0.48/Mi.
Car Rental	$85/Day
Lodging (in state)	$75.00
Meals	$35/Day
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$500/day
Copies	$.10/ea
Bond Plots	$0.75/sq.ft.
Color Plots	$1.50/sq.ft.
Mylar Plots	$1.60/sq.ft.

*** These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation.

At the rates authorized by Hidalgo County for County Official

ATTACHMENT "D"

Mile 2 West, Phase 2

Phase I - Advanced Design Services

General	Project Manager	Project Engineer	EIT	CADD	Admin	
Preliminary Estimate		1	2			3
Survey Coordination	2		2			4
Total	2	1	4	0	0	

Phase II - Right of Way Services

General	Project Manager	Project Engineer	EIT	CADD	Admin	
Existing Utility Layouts, Coordination and Meetings	2	24	40	16	8	90
R.O.W. Survey Coordination	2	4	4			10
Total	4	28	44	16	8	

Phase III - Plans, Specifications and Estimate Services

General	Project Manager	Project Engineer	EIT	CADD	Admin	
Title Sheet	2	8	8	8		26
Project Layout		8	8	16		32
Typ Sections		20	24	40		84
Pavement Design	2	2				4
General Notes	1	8	12		8	29
Estimate and Quantity		8		4		12
Summaries	2	8	8	40		58
Total	7	62	60	108	8	

Traffic Control Plan	Project Manager	Project Engineer	EIT	CADD	Admin	
Phase Narrative	4	40	40		8	92
Typical Sections	4	24	16	16		60
Phase Layouts	4	40	80	160		284
Total	12	104	136	176	8	

Roadway Details	Project Manager	Project Engineer	EIT	CADD	Admin	
Alignment Sheets	2	4	4	8		18
Benchmark Data Sheets	1	1				2
Plan and Profile (Roadway)	24	60	280	360	4	728
Intersection Details	8	40	80	120		248
Driveway Details		10	24	80		114
Misc. Details	4	24	16	40		84
Total	39	139	404	608	4	

Drainage Details	Project Manager	Project Engineer	EIT	CADD	Admin	
Drainage Area Maps	2	24	8	24		58
Hydrology Calculations	2	24	36	16	4	82
Hydraulic Calculations		24	36	16	4	80
Culvert Layouts, Cross-sections and Detail Sheets		8	32	80		120
Misc. Details		8	8	16		32
Total	4	88	120	152	8	

Utilities	Project Manager	Project Engineer	EIT	CADD	Admin	
Exist. and Prop. Utility Layouts	8	40	80	80	24	232
Coordination	40	60	80	20	40	240
Total	48	100	160	100	64	

Traffic Items	Project Manager	Project Engineer	EIT	CADD	Admin	
Traffic Signal Warrant Study (Mile 2 West @ Mile 11 North)	2	8	9	18	2	39
Four-Way Stop Warrant Study (Mile 2 West @ Mile 10 North)	2	8	8	18	4	40
Existing Conditions - Mile 2 West @ Mile 11 North Rd	2	4	8	16	2	32
Prop. Flashing Beacon Layouts (**Modify Exist**) - Mile 2 West @ Mile 11 North Rd	2	8	9	18	1	38
Existing Conditions - Mile 2 West @ Mile 10 North Rd	2	4	8	16	2	32
Prop. Flashing Beacon Layouts - Mile 2 West @ Mile 10 North Rd	2	8	9	20	1	40
Existing Conditions - Mile 2 West @ Mile 9 North Rd	2	4	8	16	2	32
Prop. Flashing Beacon Layouts (**Modify Exist**) - Mile 2 West @ Mile 9 North Rd	2	8	9	20	1	40
Existing Conditions - Mile 2 West @ Mile 8 North Rd	2	4	8	16	2	32

ATTACHMENT "D"

Prop. Flashing Beacon Layouts - Mile 2 West @ Mile 8 North Rd	2	4	8	18	1	33
Electrical Service Data Sheet	0	8	8	8	0	24
Summary of Quanties for Signalization	1	8	4	8	1	22
Standard Detail Drawings	1	4	8	16	4	33
Total	22	80	104	208	23	

Environmental & SW3P	Project Manager	Project Engineer	EIT	CADD	Admin	
SW3P Sheets	9	48	48	120	16	241
Epic Sheet	2	8	12	6		28
Total	11	56	60	126	16	
Total Hours	149	658	1092	1494	139	3532
	$ 174.88	$ 135.80	$ 116.40	$ 96.00	$ 58.28	
	$ 26,057.12	$ 89,356.40	$ 127,108.80	$ 143,424.00	$ 8,100.92	**$ 394,047.24**

Project DirectCosts

Copies, Bond Plots, Mylar Plots & Mileage	$ 3,825.00

Sub-Total Basic Fee **$ 397,872.24**

Additional Services

Horiz. & Vert. Control Benchmarks	24 Ea. X $1,500.00/ Ea.	=	$36,000.00
Topographic Survey	23,760 Lf X $4.15 / Lf	=	$98,604.00
Right of Way Mapping	35 Ea X $3,000.00 / Ea.	=	$105,000.00
	Sub-Total Additional Services	=	**$239,604.00**
	Total Lump Sum Fee (Basic +Additional)	=	**$ 637,476.24**

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide _____ _____ _____ _____as identified in **EXHIBIT "B".**

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** ***–Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** ***–Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, 2004.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jessse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Sylvia Handy, (County Commissioner)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____day of _____ _____ **2006** concerning **General Engineering Services for Horizontal & Vertical Control Benchmarks, Right Of Way Mapping, Topographic Survey, Utility Relocation Drawings and Plans, Specifications and Estimate for Mile 2 West Road Improvements between Mile 12 North and Mile 7 ½ North** for Hidalgo County Precinct Number ***ONE*** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on December 31, 2007 and,;,

WHEREAS, it has become necessary to amend the contract to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on _____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
TEDSI Infrastructure Group

BY: _____
Jesse Salinas, Executive Vice President

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTESTED

BY: _____
Arturo Guajardo Jr., Hidalgo County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number
Area Code ( )

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. ***WORKERS' COMPENSATION***				
	2.1	2.2	2.3	Statutory Texas
Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**				
3. ***COMMERCIAL GENERAL LIABILITY***				
Bodily Injury/Property Damage	3.1	3.2	3.3	$1,000,000 combined single limit each occurrence and in the aggregate
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
4. ***TEXAS BUSINESS AUTOMOBILE POLICY***				
A. Bodily Injury	4.1	4.2	4.3	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Occurrence
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
5. ***PROFESSIONAL LIABILITY***				
	5.1	5.2	5.3	$1,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County** .

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No.			Original Signature of Authorized Agent		

Area Code (_____) _____	_____ _____ Date

Hidalgo County
CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$750,000 each occurrence
Property Damage	-	$250,000 each occurrence $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance.

Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

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: Jesse Salinas
Title: Executive Vice President
Telephone Number: (956) 424-7898
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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.

N/A

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

EXHIBIT "D"

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

Date

Amended 01/13/2006

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/28/2006

PRODUCER (972)581-4800 FAX (972)581-4850
Bell Insurance Group
16980 Dallas Parkway
Dallas, TX 75248

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 TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Co.	
INSURER B: The Hartford Companies	22357
INSURER C: Continental Casualty Co.	
INSURER D: Continental Casualty	20443
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	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Contractual Liab. [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC	1075066054	09/11/2006	09/11/2007	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ] [ ]	46UECTW3241	09/11/2006	09/11/2007	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO [ ]				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	2090503299	09/11/2006	09/11/2007	EACH OCCURRENCE	$ 2,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2006	09/11/2007	WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C		OTHER Professional Liability	AEH113771047	09/11/2006	09/11/2007	Each Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hidalgo County is added as an additional insured in regard to general liability and automobile liability, and is provided a waiver of subrogation in regard to general liability, automobile liability and workers' compensation, as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Martha Salazar
100 E. Cano
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
Byron Johnson/RH

©ACORD CORPORATION 1988

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-07-050-05-22

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services for Environmental Assessment, Schematic Design, Horizontal & Vertical Control Benchmarks, Right Of Way Mapping, Topographic Survey, Utility Relocation Drawings, Plans, Specifications and Estimate (PS&E) for Mile 6 West Road Improvements between SH 107 and Mile 9 North** in Hidalgo County Precinct Number One.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***-Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render

professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-*Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on December 31, 2007 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and

the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to

complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Work Authorization deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Lump Sum payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and / or providing of additional copies (over 10) of reports; additional copies (over 10) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the improvements provided in each Work Authorization.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Lump Sum payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorization**s together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner**

reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the Work Authorization for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any contracts or Agreements related to the Work Authorization, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"** – ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the

work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**.

Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the Work Authorization's deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** –

Supplemental Agreement Form, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost of the Work Authorization to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the Work Authorization, and the option or options were not

selected or approved by the **Owner** to be incorporated into the final plan of the Work Authorization. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Work Authorization**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the Work Authorization will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment

furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the

foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to the Work Authorization to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on any Work Authorization under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed in Work Authorizations, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The

Engineer covenants with the **Owner** to use the **Engineer**'s **best** efforts, skill, judgment and abilities to design the improvements in each Work Authorization and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the Work Authorization has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction.

(d) The **Engineer** represents, covenants and agrees that the **Engineer**'s special talent, training and experience cause the **Engineer** to be the prime professional on the Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize

specific dangers that may arise from the proper use of the improvements after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the improvements are within a class of foreseeable persons who will be relying on the improvements being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer**'s inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization's intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the Work Authorization, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to

indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance)** showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while

performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Services Fee***, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	***Hidalgo County***	**ENGINEER:**	**TEDSI Infrastructure Group**
	100 East Cano, 2nd Floor		**1201 E. Expressway 83**
	Edinburg, Texas 78539		**Mission TX 78572**

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2007**.

ENGINEER:
TEDSI Infrastructure Group

BY: _____
Jesse Salinas, Principal

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved As To Form:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin work.

2) Payment for work performed by the engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide any available relevant data that may on file concerning the Project.

5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

7) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.

8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.

9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

11) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

Services to be Provided by the Engineer

MILE 6 WEST ROAD – PHASE II
Mile 9 North to SH 107

CSJ:	0921-02-168
Highway:	Mile 6 West Road
County:	Hidalgo
Limits:	From Mile 9 North Road, north to SH 107
Project Length:	7.5 miles
Area Office:	Pharr Area Office

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 20-foot paved two-lane roadway

Proposed Improvements
Construct 64 -foot paved rural roadway consisting of four 12-foot travel lanes and a continuous left turn lane. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

GENERAL MANAGEMENT/COORDINATION

Function Code: 164
The **Engineer** shall design, develop and prepare all documents in ***English*** units.

The **Engineer** shall develop/submit a work schedule with milestone activities and/or deliverables identified.

The **Engineer** shall utilize a computer graphics system that is compatible with the **State's** computer system. The computer graphics files will have the same integrity, singularity and attributes as elements generated by the **State's** computer system. Roadway design for the route study will be developed in GEOPAK.

Right of Entry: It will be the responsibility of the **Engineer** to secure permission to enter private property for purposes of survey, environmental and engineering/geotechnical investigations. The **Engineer** will, at all times, contact the property owner prior to any entry onto the owner's property and with TX DOT's prior concurrence.

The **Engineer** shall be required to meet as required with designated County and TxDOT representatives to report on the project's progress. The **Engineer** will be required to prepare and submit, on a monthly basis, a formal (typewritten) progress report with a project

schedule that indicates the percentage completion of each task outlined. These will be attached to the monthly invoice when submitted for billing purposes.

The Engineer shall be required to meet with designated State's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.

The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project as follows:

The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

Peer review will be provided at all levels.

PHASE I- ADVANCED PROJECT DEVELOPMENT SERVICES

I. ROUTE AND DESIGN STUDIES

Task: Preliminary Cost Estimate
Function Code: 110
The engineer shall develop a preliminary cost estimate.

II. FIELD SURVEYING

The Engineer's Surveyor shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.

The Engineer's Surveyor shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".

Task: Establish Benchmark Circuit
Function Code: 150
The surveyor shall Establish Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on a 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on set points within the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the level loops utilizing the NAVD88 Datum elevations. TxDOT BM control sheets shall be created for the newly establish BMs and included in the

deliverables.

Task: Establish Base Lines
Function Code: 150

1. Stake existing centerline and set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center points to be set are every 1000 feet.
2. Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way line (on both sides).
3. Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on the pavement using traffic paint.

Task: Obtain Cross Sections from Field Surveying
Function Code: 150

Task: Ground Topography
Function Code: 150

1. Driveway (Public Access, Commercial, & Private) and Turnouts
   a. Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).

2. Side Drains
   a. Obtain approximate roadway centerline station.
   b. Obtain size, length, description of structure, and conditions.
   c. Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
   d. Label descriptions (size and length) on each side drain.

3. Culverts:
   a. Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
   b. Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
   c. Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.
   d. Determine type of wingwall (i.e. flared wingwall, parallel, etc...) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc...) according to TxDOT standards. For barrier rail include type of end treatments, location, type, length, and height.
   e. Obtain pictures of culverts barrels and outlet and inlet view to right of way line.

4. Fence, Mailboxes, and Sign Inventory:
   1. Locate and obtain mailboxes inventory (type-identify as single, double or

multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.
2. Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.

5. Utilities:
   Refer to Right of Way Services, "Task: Utilities", for services to be provided by the surveyor.

6. Traffic Flashing Beacons and Illumination
   a. Locate poles and traffic controller box.
   b. Locate pedestrian poles and height of pedestrian push buttons.
   c. Located crosswalks and stop bar.
   d. Obtain lane(s), shoulder(s), left and right turning lanes - taper widths.
   e. Locate traffic signal heads and illumination.

7. Miscellaneous
   a. This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   b. ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.

Task: Deliverables:

1. Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
2. Right of Entry Letters

III. ENVIRONMENTAL ASSESSMENT

Task: Environmental Assessment Report
Function Code: 120

ENVIRONMENTAL DOCUMENTATION AND PUBLIC INVOLVEMENT

An Environmental Assessment (EA) will be prepared by the **Engineer** for the Alice Stillman Road in the correct format for the existing alignment in accordance with applicable procedures of the State of Texas, and the requirements of the National Environmental Policy Act and Federal Highway Administration Technical Advisory 6640.8A. – As *No significant environmental issues or impacts are expected for this project* a ***FONSI*** (as identified by the NEPA process) is anticipated.

The limits of the EA will be from Mile 6 North to SH-107.

Task 1 Document Purpose and Need for the Project

This task will be based on existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed typical sections, schematics, and intersection configurations. As this data is developed, the information will be incorporated into appropriate EA sections describing the need for the project, the objectives and issues eliminated from further study. The project description section will include text and graphics illustrating the proposed project design.

Task 2 Alternatives Analysis

This task will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

Task 3 Affected Environment and Environmental Consequences

For each of the categories listed below, the necessary background and field reconnaissance will be performed to include in the EA. Data will be provided on a regional scale, but will be specific to the project study area and alternatives that received primary consideration during the planning process. A study corridor will be identified which adequately provides the resource information used in the decision – making process and assist in determining which issues should be eliminated from further study.

Task 3.1 Land Use and Public Facilities.

The effects of project alternatives will be characterized in light of land use trends, plans, and policies within the study area. This effort will entail close coordination with local and regional planning bodies and will include an analysis of potential secondary effects of the proposed improvements. Potential effects on public and community facilities will also be identified and discussed.

Task 3.2 Social Economic Impacts and Environmental Justice.

As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice. Project alternatives will also be evaluated with respect to potential effects on local economic development, secondary growth effects, tax revenues, public expenditures, employment and income, and access effects on local agricultural and commercial enterprises. The assessment will also address potential economic effects upon adjacent businesses due to changes in traffic patterns during and after construction.

Task 3.3 Noise and Air Quality.

The project noise assessment will inventory potential noise sensitive receptors. In accordance with **TxDOT** noise assessment guidelines, the existing alignment for the design year will be computer simulated, and future noise levels will be predicted at each of the sensitive receptors using the FHWA/**TxDOT** approved Traffic Noise Model (TNM). The

Air Quality Analysis will be conducting using MOBILE 5A emission factors and the CALINE 3 line-source dispersion model. The design year roadway configuration will be simulated and roadway impacts will be quantified for comparison with the National Ambient Air Quality Standards (NAAQS), as well as with **TxDOT** and FHWA criteria (if projected traffic warrants as analysis).

Task 3.4 Water Resources.
The effort will reflect the requirements of the National Pollutant Discharge Elimination System (NPDES) storm water general permit program for construction activities and the anticipated project Storm Water Pollution Prevention Plan (SW3P), particularly with respect to potential mitigation benefits to be achieved through the SW3P. Additionally, the 100-year floodplain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Flood management effects will also be addressed through coordination with the local flood management agency.

Task 3.5 Wetlands and Waters of the U.S.
The **Engineer** will perform wetlands identifications and evaluations in all areas potentially affected by the primary alternatives. If required, delineations of wetlands and Individual Section 404 wetlands permit(s) and/or Nationwide Permit(s) requiring a Pre-discharge Notification or wetland mitigation planning will be added by supplemental agreement.

Task 3.6 Ecological Resources.
The **Engineer** will perform a characterization of project area ecological resources, including descriptions of vegetation, prime farmland and wildlife habitat resources. Ecologically sensitive resources, if any, will be identified and discussed in the EA. An assessment of the project area's potential to support federally threatened or endangered species will be conducted. This includes a data search of the Natural Diversity Database (NDD), an assessment of habitat in the project area for any listed species determined to be of potential occurrence and early coordination with the U.S. Fish and Wildlife Service. A list of all state and federally sensitive species of potential occurrence in the project area will be provided in the EA. If required, any required threatened or endangered species presence/absence surveys would be added by supplemental agreement.

Task 3.7 Archaeological Resources
For the archaeological investigations, the archaeologist will search site files and maps at the Texas Archeological Research Laboratory and the THC's Texas Archeological Sites Atlas on-line database for any previously recorded surveys and historic or prehistoric archaeological sites located in or near the proposed alignment. This will provide site and geographic information that will be essential to the discovery and interpretation of any undiscovered cultural resources along the proposed alignment. Because the project involves lands owned by a political subdivision of the state, any archaeological field investigations will require a Texas Antiquities Permit. The archaeologist will prepare a permit application and submit the THC.

Once the background review is completed and the permit is obtained, the archaeologist will

conduct an archaeological survey of the project area. The field survey will consist of one archaeologist walking the entire proposed project area with particular focus on any new, undisturbed right-of-ways and previously recorded sites. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. During the survey, the archaeologist will be examining the ground surface and erosional profiles for cultural resources and excavating small shovel tests where appropriate to test for subsurface archaeological deposits or assess the geomorphic setting. Any discovered or previously documented sites will be document and plotted on USGS 7.5 minute topographic maps using hand-held Global Position System (GPS) units.

Once the field survey has been completed, the archaeologist will prepare a report of the investigations. The report will document previous investigations in the area, background cultural settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature of the survey area with respect to archaeological potential, and recommendations on the need for further work. Draft copies of the report will be submitted to the **Engineer** for review and comment. Once this has been accomplished, any appropriate edits will be made and a draft report will be submitted to **TxDOT** and the THC for review. The Texas Antiquities Code also requires that 20 copies of the final report be submitted once the project is completed. Additionally, text will be provided to incorporate into the EA.

Task 3.8 Historical Resources

For the historic portion of the project, a historian will conduct a literature review of the project area and present a research design to **TxDOT**-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. The historical will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the THC for final determination of the APE and approval for the project to proceed.

Following completion of the preliminary research tasks, two architectural historians will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historians will plot the location of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

Four copies of a summary reconnaissance report will be provided and will include the following:

- A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.
- Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5-x-5-inch or 4-x6-inch color prints. All photographs will be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.
- An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.
- A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.
- Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

Task 3.9 Recreational Resources.
The assessment will include a review of the applicability of Section 4(f) of the DOT Act. A Section 4(f) Evaluation, should one be required, will be conducted.

Task 3.10 Hazardous Materials.
An electronic search of potential hazardous materials sites will be conducted followed by reconnaissance-level field investigations to verify the location of potential sites and collect additional preliminary information. If required, a Phase I Environmental Site Assessments will be added by supplemental agreement. Information will be incorporated into the EA, along with a discussion of potential impacts, based on the best available information.

Task 3.11 Indirect and Cumulative Impacts.
The **Engineer** will conduct the 8 step process in analyzing Indirect and Cumulative Impacts as required by the regulations set out by FHWA.

Task 4 Identify Corridor Issues and Field Investigations
The **Engineer** will perform collect, research, review and assemble available environmental

data and review various maps. The **Engineer** will perform site visits to identify environmental constraints including land use, socioeconomic issues, wetlands and other waters of the U.S., recreational issues (Section 4[f]), industrial waste issues, and ecological resources. If necessary, any threatened or endangered species presence/absence surveys or wetland delineation will be added by supplemental agreement.

Task 5 Graphics

The **Engineer** will prepare base maps for field use, stakeholder and public meeting presentation graphics, and final EA graphics using digital aerial photography. Screening graphics will be developed for each resource constraint category appropriate for the project. Alternatives will be mapped and each resource category quantified to provide the objective basis for the alternatives analysis. Report graphics will be prepared as needed to show the potential impacts of the proposed action on various resources and how these impacts may be minimized and/or avoided through the EA process.

Task 6 Report Preparations

The EA document will comply in all respects with the NEPA and the guidelines of **TxDOT** and the FHWA for preparing environmental documents. The analysis will address the adverse and beneficial impacts of project construction and operation, and will also include secondary and cumulative impacts. The impact analysis will be organized to facilitate equivalent comparisons of alternatives, employing charts, tables, maps, and matrices as appropriate. Generalized preliminary mitigation options will be emphasized where adverse impacts may potentially occur. The **Engineer** will submit the EA document in accordance with the provisions in Phase II.

Task 7 Public Involvement

Draft and advertise project Public Notices (English and Spanish) in accordance with the standards set forth by the Texas Department of Transportation public hearing requirements to provide effective notification procedures for project events and meetings that will heighten overall public participation.

Design and develop project support materials (English and Spanish}, including mail-out flyer, public meeting agendas and handouts, maps, and other related project information, for public dissemination.

Provide coordination of professional transcribing and translation services for Public Meetings and/or Public Hearings. Additionally, the **Engineer** will provide technical support and assistance at one mock meeting and one public hearing. Upon receipt of the transcripts the **Engineer** will prepare the Summary and Analysis for submittal to **TxDOT**.

The **Engineer** assumes that Cameron **County** will publish the notices in the local newspaper, provide a location for the public hearing to be held, will provide a mailing list and copy, collate and mail letters to adjacent property owners and local governmental officials.

Task 8 Coordination

Agency Coordination: As part of the proposed effort, the **Engineer** intends to communicate with local, state, and federal agencies and organizations regarding project compliance with applicable environmental approvals, including the regulatory programs. These entities include:

Task 8.1 Local, county and municipal government agencies

Task 8.2 U.S. Army Corps of **Engineer**s regarding jurisdictional determinations, if necessary

Task 8.3 U.S. Fish & Wildlife Service regarding federally threatened or endangered species

Task 8.4 Federal Emergency Management Agency and local flood management agency regarding NFIP compliance, if necessary.

Task 8.5 Texas Parks & Wildlife Department (TPWD) regarding area parks, wildlife refuges, state-listed endangered species, and compliance with **TxDOT**/TPWD Memorandum of Understanding and request for data from the Natural Diversity Database

Task 8.6 Texas Commission on Environmental Quality (TCEQ) regarding hazardous materials and groundwater protection compliance with **TxDOT**/TCEQ Memorandum of Understanding.

All correspondence will be preserved for inclusion in the EA document; telephone or in-person discussions with agency officials will be logged as part of the project file.

Assumptions Used to Derive the Proposed Scope of Services:

All investigations will be conducted based on existing literature and mapped data, aerial photographic interpretation, interactions with local and regional experts, and field reconnaissance. If necessary for specific site investigations, access to private property will be the responsibility of the **Engineer**.

The **Engineer** team assumes an EA that leads to the issuance of a **Finding of No Significant Impact** will fulfill the NEPA requirements for this project (as opposed to an Environmental Impact Statement).

Any technical studies required as a result of modifications in project design alignment, or alternatives submitted after submittal of the draft EA will require an additional scope of work and budget.

The **Engineer** assumes that requisite engineering information such as traffic data will be provided by the Pharr District of **TxDOT** in a timely manner. The draft EA will be submitted to **County/TxDOT** not less than 60 days after receiving final engineering information, including diagrams for all alternative alignments or design options to be addressed in the EA.

The **Engineer** will prepare a scoping letter for distribution to resource and public agencies. This letter will also include minutes of the meetings with City/**County** officials, and Public Hearing.

Phase II – Right Of Way Services

Task: Ownership Data and Permission for Right of Entry
Function Code: 130
The Engineer shall obtain ownership data for all additional impacted property owners within the project limits and shall obtain right of entry from all property owners prior to commencing any work for surveying and/or right of way services. This will be done with a supplemental agreement, as the scope is determined

Task: Existing Utility Layouts, Utility Coordination and Meetings
Function Code: 130
The Engineer shall perform the following duties:

1. The Engineer shall meet with the Area Office and Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall prepare the minutes for these meetings and forwarded to the State. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
    a) Activities completed since last meeting
    b) Problems encountered.
    c) Late activities.
    d) Activities required by the next progress meeting.
    e) Solutions for unresolved and/or anticipated problems.
    f) Information or items required from other agencies/consultants.
2. If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
3. The Engineer shall notify the Utility companies in writing and request the following information in writing:
    a. Project letting date and request they relocate prior to letting.
    b. Develop their relocation plan according to Utility Accommodation Policy Manual.
    c. Forward their relocation plan to the Engineer.
    d. Request in writing when relocation of utilities will be complete.
    e. Upon immediate completion of relocation, request they forward as-built plans to the County.
4. The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
5. The Engineer shall update all files and plans based on the utility company responses.
6. The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the State and the utility companies. During design process, the Engineer shall field verify all visible utility

conflicts.

7. The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.

Task: Topographic -Utility locations
Function Code: 130
The Engineer's Surveyor shall gather all vertical and horizontal overhead utilities (location, elevation, direction, etc.) within the existing and proposed right of way that will not be obtained by Subsurface Utility Engineering (SUE).

Task: Existing and Proposed Right of Way
Function Code: 130
The Engineer shall stake all proposed right of way and drainage easement necessary for preparation and construction of this project as required to finalize the acquisition process and as required for utility relocations.

Right of Entry: It will be the responsibility of the **Engineer** to secure permission to enter private property for purposes of survey, environmental and Engineering investigations. The **Engineer** will, at all times, contact the property owner prior to any entry onto the owner's property.

RIGHT-OF-WAY DATA (FC 130)

Utility Coordination/Inventory – For Phase II, (Section III) the Engineer will provide the following:

1. Identify all existing overhead and above ground utilities; identify all existing underground utilities.

2. For Section IA, the State will assist with the Engineer/Surveyor with the Coordination for utilities and ROW

The **State** will provide utility coordination with the surveyor and right-of-entry with the surveyor for **Section III** as needed to complete the schematic.

The Engineer/Surveyor shall perform the following work.

- Update the existing planimetric file provided by the State.
- Update the DTM file.
- Recover and/or reestablish the existing centerlines of the existing roadway and intersecting roads.
- Tie down horizontally the utility information on the planimetric.

FIELD SURVEYING (FC 150)
In general, the **Engineer** will provide all field surveying required to complete the following:

1. Field Location: The **Engineer** will perform any surveying necessary to locate the centerline at locations where it crosses existing accessible features so that the environmental assessment can be performed.

2. Preliminary Horizontal Control
   a) Major Utility locations (horizontal reference, size, type, and owner name/phone/address).

PHASE II – RIGHT OF WAY MAP

Right of Way Map Development – The Engineer will provide the Right of Way Maps in accordance with the TxDOT Checklist below:

General

___ All documents have been proofread and are accurate.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with begin and end sta.
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:

___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take,
remainder etc...
___ Math checked on remainder

Improvements:

___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with
stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:

___ All utilities within or crossing existing and proposed right of way are shown and labeled as to
size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

**** DO NOT SEAL MAP***

FIELD NOTES

Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"

___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to
nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and
distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat

___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

PHASE III- PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

The Engineer shall prepare and submit the 1st, 2nd, 3rd, and Final submissions to the Pharr Area Office for the coordination, review, and the quality submission of the PS&E packages prepared by Engineer. The following tasks identify the responsibilities and deliverables that shall be carried out by the Engineer as part of PS&E development and submissions:

I. GENERAL

Task: Title Sheet
Function Code: 163
The Engineer shall prepare and submit this work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals.

Task: Project Layout/ Index
Function Code: 163
The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project. By use of shading or cross-hatching, the proposed areas of construction should be shown.

Task: Typical Sections –Configuration (Lane/Shoulder/Cut/Fill/etc.)
Function Code: 160

The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.

Task: Typical Sections – Pavement Design
Function Code: 160

Pavement Design to be the same as recently completed adjacent southern section.

Task: General Notes
Function Code: 163

The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. The Engineer shall compile all pertinent General Notes and develop any Special Provisions/Special Specifications applicable and required for this project. Specifications and General Notes will be provided to the State electronically in acceptable format for transferring data.

Task: Estimate and Quantity
Function Code: 163

The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. For Roadway, Bridge and Traffic items, the Engineer shall prepare a complete listing of construction bid items, compute estimated quantities required for each item, and compute estimated cost of construction work based on current State average low bid unit prices and estimated quantities.

Task: Consolidated Summaries
Function Code: 163

For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated per CSJ, City or County participation, etc. In addition some summaries (Traffic Control Plan, SW3P, etc.) shall be consolidated if applicable according to each phases of sequence of construction. Any quantities shown "For Contractor Information Only" should be shown as such.

II. TRAFFIC CONTROL PLANS (TCP)

The Engineer shall contact the Area Office prior to the 1st plan submission to address the approval of the Traffic Control Plan. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval. At this time, the Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.

Prior to making a presentation to the Traffic Control Safety Review Committee, the Engineer shall be responsible to advise TxDOT-Area Office of any traffic control issues that may affect the design from any previous initial meetings. The plans shall address the Typical Sections, Phases Narrative, Phase Layouts, and Temporary Traffic Signals and Illumination for each respective phase.

The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using Primavera or SureTrack software

Task: Phase Narrative
Function Code: 163
The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.

Task: Typical Sections
Function Code: 163
The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.

Task: Phases Layouts
Function Code: 163
If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer

shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads. In addition, the Engineer shall assure that drainage issues have been addressed as result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
The Engineer shall prepare the plan and profile sheets and cross sections for all detours using the criteria established under "III. ROADWAY DETAILS, Task: Plans and Profile, Function Code: 160". These sheets and cross sections shall follow the phase layouts on the plans.

Task: Temporary Traffic Signals and Illumination
Function Code: 163
If the Engineer determines that the existing flashing traffic signal will be affected, then the adjustment/realignment of traffic signal heads shall be addressed on the plans.

Task: Standards
Function Code: 163
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

The Engineer shall identify and insert all applicable TxDOT standards preferably at all times.

III. ROADWAY DETAILS

The Engineer shall design, prepare and submit the work under this section in accordance to the Roadway Design Manual, Hydraulic Design Manual, PS&E Preparation Manual, latest version of TxMUTCD and other deemed necessary State approved manuals. In addition, the Engineer should refer AASHTO, "A Policy on Geometric Design of Highways and Street" (2001- 4th Edition) when criteria is not identified on State manuals

The Engineer shall be responsible, at the early plan development stage, to inform the State of changes made from previous initial meetings regarding all exceptions, waivers, and variances that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the State-Area Engineer, unless otherwise directed by the State to proceed.

Task: Alignment Sheets
Function Code: 160
The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).

Task: Benchmark Data Sheet
Function Code: 160
The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.

Task: Plan and Profile
Function Code: 160
The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format.

The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.

The Engineer shall verify the roadway's existing profile and plan, the superelevation transition lengths (according to the superelevation rate and distance between the axis of rotation and the edge of travel way), and all ponding areas.

The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.

The Engineer shall determine all cut and fill quantities.

Task: Intersection Details
Function Code: 160
The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals pedestrian heads, signage, and pavement markings. Also, the Engineer shall design all intersections in accordance to TxDOT's, "Regulations for Access Driveways to State Highways" or any approved latest version of the "Access Management Manual". In addition, the Engineer shall assure the location and verification of any storm sewer inlets, and utilities are not within pathway of the pedestrian element nor outside of the limitations of the right of away. In those instances where the Engineer has identified a variance for this task, the Engineer shall notify the State immediately and cease any work further until this issue has been resolved between Engineer and the State-Area Office. The Engineer shall design the intersection by preventing the bottom of the vehicles to be wedged when accessing onto a street.

Task: Driveway Details
Function Code: 160
The Engineer shall design all driveways in accordance TxDOT's, "Regulations for Access Driveways to State Highways", any approved latest version of the "Access Management Manual", and the Pharr District Standard Driveway Details. The Engineer shall notify the TxDOT-Area Office at the early design process when a construction license agreement is

needed to construct a portion of the driveway outside of the State's Right of Way. The Engineer shall design the intersection by preventing the bottom of the vehicles to be wedged when accessing onto an adjacent property.

Task: Miscellaneous Details, Etc.
Function Code: 160
The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

Task: Standards
Function Code: 160
The Engineer shall identify and insert all applicable TxDOT standards preferably at all times.

IV. WALL DETAILS

Task: Wall Layouts
Function Code: 163
This task, if required, shall be addressed with a separate supplemental work authorization.

V. DRAINAGE DETAILS

The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section

Task: Hydraulic Calculations
Function Code: 161
The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:

- Description-Material, Size, & Entrance (headwall)
- Design discharges, Flow per barrel, barrel slope, and Manning n-value
- Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
- Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
- Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.

Task: Culvert Layouts, Cross Sections, and Detail Sheets
Function Code: 161
The Engineer shall use the above-listed manuals to prepare and submit the work under this task.

Task: Plan and Profile Sheet
Function Code: 161
The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The Engineer shall show the location of culverts and ditches on the roadway plan view.

Task: Miscellaneous Details
Function Code: 161
The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

Task: Standards
Function Code: 161
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

VI. UTILITIES

Task: Existing and Proposed Utility (P&P) Layouts
Function Code: 130
The utility relocation layout sheets are applicable when relocation of existing utilities will be included in the construction plans.

Task: Standards (For each utility type)
Function Code: 130
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

VII. TRAFFIC ITEMS

Task: Traffic Signal Layouts
Function Code: 162
The Engineer shall prepare a traffic signal warrant study to support their recommendation for the continuous activation of a proposed traffic signal based on projected volumes. This warrants study includes addressing pedestrian signals along with obtaining traffic and pedestrian counts as part of this scope. If a signal is warranted, a supplemental agreement would be prepared for the plan preparation.

Task: (Traffic Signals) Standards
Function Code: 162
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards. District Standards and/or miscellaneous details that have been approved for use at other

Districts shall be signed, sealed, and dated by a Registered/Licensed Engineer in Texas for use in the Pharr District. The Project Manager/Area Engineer shall approve the use of these details during the early stages of design. In addition, the appropriate general notes, special specifications, special provisions, and method of payment shall accompany these details.

Task: Illumination
Function Code: 163
The Engineer shall refer to TxDOT's Highway Illumination Manual and other deemed necessary State approved manuals for design of continuous lighting and safety lighting for all conventional. Safety lighting shall be included as part of the design on each flashing beacon and traffic signal. Preliminary layouts shall be provided for initial review and approval. Circuit wiring diagrams shall be prepared showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. Any existing illumination within the project limits shall be coordinated with the proposed design.

Task: (Illumination) Standards
Function Code: 163
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

Task: Signing
Function Code: 162
The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual.

Task: (Signing) Standards
Function Code: 162
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

Task: Pavement Markings
Function Code: 162
The Engineer shall refer to latest version of the TxMUTCD, Supplemental to TxMUTCD, TxDOT's Signs and Markings Manual.

Task: (Pavement Markings) Standards
Function Code: 162
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards

VIII ENVIRONMENTAL

Task: Storm Water Pollution Prevention Plans (SW3P)
Function Code: 161
The Engineer shall submit and prepare SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion.

Task: Miscellaneous
Function Code: 161
The Engineer shall prepare and submit this work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals.

1. Roadway Details
2. The Engineer shall describe the Erosion Control Devices to be used in the project.

XI. MISCELLANEOUS

Task: Landscaping/Irrigation
Function Code: 161
The engineer shall perform the following tasks under this item:

1. For vegetation items, the Engineer/Architect shall prepare quantities, general notes, special provisions,

X. CROSS SECTIONS

Task: Cross Sections
Function Code: 160
The Engineer shall submit preliminary cross sections as part of traffic control layouts for review and approval of the proposed traffic control plans by the Traffic Control Safety Review Committee. Two rolls of cross sections shall be included with each submittal for review. For the Final Submission, the Engineer shall furnish the final cross - section plots, in 11"X17" mylars, showing both the original terrain (modified) and the design cross-sections, showing the roadway template, at a vertical scale of 1": 5' and a horizontal scale

of 1": 10'. The design cross - sections shall indicate the slope rate on the side slopes and shall be included at the end of the plans following "X Miscellaneous". The Engineer shall use GeoPak software and provide the state with the applicable files.

DELIVERABLES

The Engineer shall forward to the County and State, one (1) and three (3) sets, respectfully, of CDs with all the files containing the information and layouts used to prepare the PS&E.

Each CD shall be labeled and include the following:

- CSJ
- County
- Highway
- Date of the CD Burn
- INTERIM (in 1" letters) Note: As-built shall specified FINAL
- Volume sequence (i.e. Disk 1 of 3)

Each CD created shall have the standard directory structure, as follows:

Directory :\Control-Section - Job Number	Types of Data
Documents	Form 1002, Design Summary Report (DSR), Design Exceptions/ Variances, Traffic Control Safety Review Approval Form, Hydraulic Report, Geotechnical Report, Summaries, General Project Correspondence, and Excel files.
Utilities	Existing utility information as provided by the affected utility company including correspondence.
ROW	ROW Maps and Parcel sketches as furnished By surveyor
Design	All .DGN files – Mapping, Sheet Files, Master Design Files, dat files .gpk files, .prj files, design cross section files, etc.
Hydraulics	Drainage Input & Output Culvert Analysis
Electrical	Electrical input and output files, correspondence, everything except .dgn files
Signing	Signing input and output files, correspondence, everything except .dgn files

Standards	All Standard Sheets used for the Job
Construction	Field change documentation except for .dgn files.

A "readme" file should be created and placed under the "documents" subdirectory. The readme file should be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as the CSJ,
Limits of Construction and Type of Improvements

All CADDSEALS placed on finished documents are to remain on that document. Do Not remove CADDSEALS.
The file naming convention will be as shown below. Not all plan sets will have all of the listed sheets.

Sheet File Type Naming Convention

Title Sheet *TTL*.DGN
Supplemental Index *INDX*.DGN
General Notes & Spec. Data *GNOT*.DGN
Estimate & Quantities *E&Q*.DGN
Consolidated Summaries *SUM*.DGN
Project Layout *PRJLO*.DGN
Typical Sections *TYP*.DGN
Traffic Control Plans *TCP*.DGN
Horizontal Alignment Data *HAD*.DGN
Bench Mark Data *BM*.DGN
Table of Cross Slopes *CS*.DGN
Plan & Profile Sheets *PP*.DGN
Landscape Sheets *LAND*.DGN
Irrigation Sheets *IRRI*.DGN
Detail Sheets (any) *DET*.DGN
Drainage Area Maps *DA*.DGN
Hydraulic Data Sheets *HD*.DGN
Storm Sewer Plan & Profiles *SS*.DGN
Culvert Cross Sections *CUL*.DGN
Water Quality Facilities *WQ*.DGN
Retaining Wall Sheets *RET*.DGN
Bridge Layouts *BR*.DGN
Bridge Quantities/Bearing Seat Info *BRQUAN*.DGN
SW3P Info Sheet *SW3P*.DGN
Erosion Control (Temp & Perm) *EC*.DGN
Signing Layouts *SIGN*.DGN

Pavement Markers (incl. Delineation) *PMLO*.DGN
Signalization Sheets *SIG*.DGN
(includes electrical service sheets)
Illumination Sheets *ILLI*.DGN
Roadway Cross Sections *XS.DGN
Master Design File *MDF.DGN
Alignment File *ALN*.DGN

Where an * (wildcard) appears in the filename, the user is free to describe the file as they see fit as long as the required letters appear in the filename somewhere.

I. PS&E DELIVERABLES

The Engineer shall deliver to the Project Manager assigned by the State four (4) copies of the 1st, 2nd, and 3rd submittal. For the final submittal, the Engineer shall submit one set in Mylar accompanied by a paper copy.

1st Submittal -

a. Approved (signed form) Design Summary Report
b. Title Sheet
c. Typical Sections (existing and proposed)
d. Traffic Control Plan
e. Utility Layout (conflicts identified)
f. Plan & Profile
    1. Vertical Alignment (existing and proposed)
    2. Horizontal Alignment (existing and proposed)
g. Bridge Layouts (including bridge class structures)
h. Miscellaneous Details
i. Corresponding Quantity Summary Sheets
j. Corresponding Standard Detail Sheets for all Items of Work in this submittal
k. Preliminary Estimate
l. Design Exceptions/Waivers required
m. Newly created Special Provisions/Specifications to be used (Form 1814)
n. R.O.W. (issues identified)
o. 2 Rolls of Cross Sections

2nd Submittal -

a. Index Sheet
b. Hydrologic Computation Sheets
c. Hydraulic Data Sheets
d. Drainage Area Maps
e. Drainage Plan & Profile
f. Drainage Structure Details
g. Storm Sewer Details
h. Storm Water Pollution Prevention Plan

i. Bridge Details
j. Retaining Walls
k. Miscellaneous Details
l. Corresponding Quantity Summary Sheets
m. Corresponding Standard Detail Sheets for all Items of Work in this submittal
n. Updated Estimate
o. Utility Adjustment/Relocation Details
p. R.O.W. Acquisition Detail
q. 2 Rolls of Cross Sections

III. 3rd Submittal -
a. Final Index of Sheets
b. Pavement Marking Layout/Details
c. Signalization (existing and proposed)
d. Illumination
e. Traffic Management Items
f. Miscellaneous Details
g. Corresponding Quantity Summary Sheets
h. Corresponding Standard Detail Sheets for all Items of Work in this submittal
i. Final Estimate
j. General Notes
k. Certifications
l. Form 1002
m. Cross Sections

IV. 4th Submittal -
a. PS&E Package 100% complete.

II. GEOTECHNICAL DELIVERABLES

The Engineer shall submit the Geotechnical Report signed and sealed by a Registered Professional Engineer in the State of Texas.

III. HYDRAULIC DELIVERABLES

The Engineer shall submit the Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.

IV. SURVEY DELIVERABLES

The Engineer shall submit, after completion of PS&E, all original field books containing all survey information requested for this work authorization. The field book shall contain all information gathered in the field. The survey information provided shall be to the surveyor's best knowledge, accurate, and complete.

Electronic files (*.txt) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system. The x-coordinate corresponding to the east bearing, the y-coordinate corresponding to the north bearing, and the z-coordinate corresponding to the vertical elevation.

Electronic 2d and 3d Microstation files (*.dgn) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

Exhibit "D"

Engineer's Contract Rate Schedule

TEDSI INFRASTRUCTURE GROUP

LABOR:

JOB DESCRIPTION	TXDOT BASE SALARY	REVISED CONTRACT RATE
Engineering		
Principal (QC/QA)	$66.58	$210.55
Project Manager (VIII)	$55.30	$174.88
Sr. Engineer (V)	$48.22	$152.50
Project Engineer (III)	$42.94	$135.80
Engineer (I)	$32.63	$103.20
Sr. Engineer Designer	$36.81	$116.40
Engineering Designer	$32.27	$99.00
CADD Operator	$30.36	$96.00
Secretary	$18.43	$58.28
Surveying		
Reg. Public Land Surveyor	$37.86	$119.75
Surveyor Technician	$25.50	$80.64
Abstractor	$60.00	$189.75
2-Man Survey Crew	$53.36	$168.75
3-Man Survey Crew	$63.00	$199.25
4-Man Survey Crew	$77.40	$244.75

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	$0.48/Mi.
Car Rental	$85/Day
Lodging (in state)	$75.00
Meals	$35/Day
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$500/day
Copies	$.10/ea
Bond Plots	$0.75/sq.ft.
Color Plots	$1.50/sq.ft.
Mylar Plots	$1.60/sq.ft.

*** These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation.

At the rates authorized by Hidalgo County for County Official

ATTACHMENT D
FEE SCHEDULE

Mile 6 West — Mile 9 North to SH 107

Schematic and EA	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Revise EA to current format	36	160	240		48	80	564
Finalize Schematic	30	120	260		180		590
DSR Meeting	16	16	8			8	48
Sub-Total	**82**	**296**	**508**	**0**	**228**	**88**	

General	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Title Sheet	4	4	8		8		24
Project Layout		2	8		16		26
Typ Sections		8	8		24		40
Pavement Design	4	8	16		4		32
General Notes	4	8	24		8	8	52
Estimate and Quantity	24	80	120		120	40	384
Summaries		2	24		40		66
Sub-Total	**36**	**112**	**208**	**0**	**220**	**48**	

Traffic Control Plan	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Phase Narrative	18	40	64		80	8	210
Typical Sections	4	24	36		40		104
Phase Layouts	8	36	64		120		228
Temp.Traffic Signals and Illumination							0
Sub-Total	**30**	**100**	**164**	**0**	**240**	**8**	

Roadway Details	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Alignment Sheets	4	8	16		24		52
Benchmark Data Sheets	4	12	36		40		92
Plan and Profile (Roadway)	82	440	1264	0	2385		4171
Intersection Details	16	48	60		120		244
Driveway Details	8	36	54		120		218
Misc. Details	4	40	80		120	20	264
							0
Sub-Total	**118**	**584**	**1510**	**0**	**2809**	**20**	

Drainage Details	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Drainage Area Maps	8	24	36		80		148
Hydrology Calculations	6	48	64				118
Hydraulic Calculations	6	64	120				190
Culvert Layouts, Cross-sections and Detail Sheets	4	16	48		60		128
Misc. Details	4	8	16		40		68
							0
Sub-Total	**28**	**160**	**284**	**0**	**180**	**0**	

Utilities	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Exist. and Prop. Utility Layouts	12	36	120		180		348
Coordination	12	64	96				172
Sub-Total	**24**	**100**	**216**	**0**	**180**	**0**	

Pavemenent Markings and Signing	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Existing Signs	2	8	16	20	48	0	94
Pavement Markings	2	16	80	8	120	0	226
Prop. Signs	6	64	160	16	320	0	566
Sign Details	0	60	80	8	80	0	228
Pav. Mrk and Sign Sheets	2	48	120	4	450	0	624
Standard Detail Drawings	0	4	12	8	36	0	60
Sub-Total	**12**	**200**	**468**	**64**	**1054**	**0**	

Traffic Signal Items	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Traffic Signal Warrant Study	2	4	12	20	48	4	90
Existing Conditions	2	12	4	8	24	2	52

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide _____ _____ _____ as identified in **EXHIBIT "B".**

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A" –*Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B" –*Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D".**

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement.**

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C".**

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, 2004.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jessse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Sylvia Handy, (County Commissioner)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____day of _____ **2006** concerning **General Engineering Services for Horizontal & Vertical Control Benchmarks, Right Of Way Mapping, Topographic Survey, Utility Relocation Drawings and Plans, Specifications and Estimate for Mile 6 West Road Improvements between Mile 9 North and SH 107** for Hidalgo County Precinct Number ***ONE*** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on December 31 200__ and,;,

WHEREAS, it has become necessary to amend the contract to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on _____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
TEDSI Infrastructure Group

BY: _____
Jesse Salinas, Executive Vice President

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTESTED

BY: _____
Arturo Guajardo Jr., HidalgoCounty Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin work.

2) Payment for work performed by the engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide any available relevant data that may on file concerning the Project.

5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

7) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.

8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.

9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

11) Provide Engineer with Geotechnical Data for pavement design and thickness.

ATTACHMENT "B"

Services to be Provided by the Engineer

MILE 6 WEST ROAD – PHASE II
Mile 9 North to SH 107

CSJ:	0921-02-168
Highway:	Mile 6 West Road
County:	Hidalgo
Limits:	From Mile 9 North Road, north to SH 107
Project Length:	7.5 miles
Area Office:	Pharr Area Office

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 20-foot paved two-lane roadway

Proposed Improvements
Construct 64 -foot paved rural roadway consisting of four 12-foot travel lanes and a continuous left turn lane. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

GENERAL MANAGEMENT/COORDINATION

Function Code: 164

The **Engineer** shall design, develop and prepare all documents in ***English*** units.

The **Engineer** shall develop/submit a work schedule with milestone activities and/or deliverables identified.

The **Engineer** shall utilize a computer graphics system that is compatible with the **State's** computer system. The computer graphics files will have the same integrity, singularity and attributes as elements generated by the **State's** computer system. Roadway design for the route study will be developed in GEOPAK.

Right of Entry: It will be the responsibility of the **Engineer** to secure permission to enter private property for purposes of survey, environmental and engineering/geotechnical investigations. The **Engineer** will, at all times, contact the property owner prior to any entry onto the owner's property and with TX DOT's prior concurrence.

The **Engineer** shall be required to meet as required with designated County and TxDOT representatives to report on the project's progress. The **Engineer** will be required to prepare and submit, on a monthly basis, a formal (typewritten) progress report with a

project schedule that indicates the percentage completion of each task outlined. These will be attached to the monthly invoice when submitted for billing purposes.

The Engineer shall be required to meet with designated State's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.

The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project as follows:

The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

Peer review will be provided at all levels.

PHASE I- ADVANCED PROJECT DEVELOPMENT SERVICES

I. ROUTE AND DESIGN STUDIES

Task: Preliminary Cost Estimate
Function Code: 110
The engineer shall develop a preliminary cost estimate.

II. FIELD SURVEYING

The Engineer's Surveyor shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.

The Engineer's Surveyor shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".

Task: Establish Benchmark Circuit
Function Code: 150
The surveyor shall Establish Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on a 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on set points within the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the level loops utilizing the NAVD88 Datum elevations. TxDOT

BM control sheets shall be created for the newly establish BMs and included in the deliverables.

Task: Establish Base Lines
Function Code: 150

1. Stake existing centerline and set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center points to be set are every 1000 feet.
2. Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way line (on both sides).
3. Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on the pavement using traffic paint.

Task: Obtain Cross Sections from Field Surveying
Function Code: 150

Task: Ground Topography
Function Code: 150

1. Driveway (Public Access, Commercial, & Private) and Turnouts
   a. Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).

2. Side Drains
   a. Obtain approximate roadway centerline station.
   b. Obtain size, length, description of structure, and conditions.
   c. Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
   d. Label descriptions (size and length) on each side drain.

3. Culverts:
   a. Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
   b. Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
   c. Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.
   d. Determine type of wingwall (i.e. flared wingwall, parallel, etc…) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc…) according to TxDOT standards. For barrier rail include type of end treatments, location, type, length, and height.
   e. Obtain pictures of culverts barrels and outlet and inlet view to right of way line.

4. Fence, Mailboxes, and Sign Inventory:

1. Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.
2. Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.

5. Utilities:
   Refer to Right of Way Services, "Task: Utilities", for services to be provided by the surveyor.

6. Traffic Flashing Beacons and Illumination
   a. Locate poles and traffic controller box.
   b. Locate pedestrian poles and height of pedestrian push buttons.
   c. Located crosswalks and stop bar.
   d. Obtain lane(s), shoulder(s), left and right turning lanes - taper widths.
   e. Locate traffic signal heads and illumination.

7. Miscellaneous
   a. This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   b. ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.

Task: Deliverables:

1. Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
2. Right of Entry Letters

III. ENVIRONMENTAL ASSESSMENT

Task: Environmental Assessment Report
Function Code: 120

ENVIRONMENTAL DOCUMENTATION AND PUBLIC INVOLVEMENT

An Environmental Assessment (EA) will be prepared by the **Engineer** for the Alice Stillman Road in the correct format for the existing alignment in accordance with applicable procedures of the State of Texas, and the requirements of the National Environmental Policy Act and Federal Highway Administration Technical Advisory 6640.8A. – As *No significant environmental issues or impacts are expected for this project* a ***FONSI*** (as identified by the NEPA process) is anticipated.

The limits of the EA will be from Mile 6 North to SH-107.

Task 1 Document Purpose and Need for the Project

This task will be based on existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed typical sections, schematics, and intersection configurations. As this data is developed, the information will be incorporated into appropriate EA sections describing the need for the project, the objectives and issues eliminated from further study. The project description section will include text and graphics illustrating the proposed project design.

Task 2 Alternatives Analysis
This task will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

Task 3 Affected Environment and Environmental Consequences
For each of the categories listed below, the necessary background and field reconnaissance will be performed to include in the EA. Data will be provided on a regional scale, but will be specific to the project study area and alternatives that received primary consideration during the planning process. A study corridor will be identified which adequately provides the resource information used in the decision – making process and assist in determining which issues should be eliminated from further study.

Task 3.1 Land Use and Public Facilities.
The effects of project alternatives will be characterized in light of land use trends, plans, and policies within the study area. This effort will entail close coordination with local and regional planning bodies and will include an analysis of potential secondary effects of the proposed improvements. Potential effects on public and community facilities will also be identified and discussed.

Task 3.2 Social Economic Impacts and Environmental Justice.
As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice. Project alternatives will also be evaluated with respect to potential effects on local economic development, secondary growth effects, tax revenues, public expenditures, employment and income, and access effects on local agricultural and commercial enterprises. The assessment will also address potential economic effects upon adjacent businesses due to changes in traffic patterns during and after construction.

Task 3.3 Noise and Air Quality.
The project noise assessment will inventory potential noise sensitive receptors. In accordance with **TxDOT** noise assessment guidelines, the existing alignment for the design year will be computer simulated, and future noise levels will be predicted at each of the sensitive receptors using the FHWA/**TxDOT** approved

Traffic Noise Model (TNM). The Air Quality Analysis will be conducting using MOBILE 5A emission factors and the CALINE 3 line-source dispersion model. The design year roadway configuration will be simulated and roadway impacts will be quantified for comparison with the National Ambient Air Quality Standards (NAAQS), as well as with **TxDOT** and FHWA criteria (if projected traffic warrants as analysis).

Task 3.4 Water Resources.
The effort will reflect the requirements of the National Pollutant Discharge Elimination System (NPDES) storm water general permit program for construction activities and the anticipated project Storm Water Pollution Prevention Plan (SW3P), particularly with respect to potential mitigation benefits to be achieved through the SW3P. Additionally, the 100-year floodplain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Flood management effects will also be addressed through coordination with the local flood management agency.

Task 3.5 Wetlands and Waters of the U.S.
The **Engineer** will perform wetlands identifications and evaluations in all areas potentially affected by the primary alternatives. If required, delineations of wetlands and Individual Section 404 wetlands permit(s) and/or Nationwide Permit(s) requiring a Pre-discharge Notification or wetland mitigation planning will be added by supplemental agreement.

Task 3.6 Ecological Resources.
The **Engineer** will perform a characterization of project area ecological resources, including descriptions of vegetation, prime farmland and wildlife habitat resources. Ecologically sensitive resources, if any, will be identified and discussed in the EA. An assessment of the project area's potential to support federally threatened or endangered species will be conducted. This includes a data search of the Natural Diversity Database (NDD), an assessment of habitat in the project area for any listed species determined to be of potential occurrence and early coordination with the U.S. Fish and Wildlife Service. A list of all state and federally sensitive species of potential occurrence in the project area will be provided in the EA. If required, any required threatened or endangered species presence/absence surveys would be added by supplemental agreement.

Task 3.7 Archaeological Resources
For the archaeological investigations, the archaeologist will search site files and maps at the Texas Archeological Research Laboratory and the THC's Texas Archeological Sites Atlas on-line database for any previously recorded surveys and historic or prehistoric archaeological sites located in or near the proposed alignment. This will provide site and geographic information that will be essential to the discovery and interpretation of any undiscovered cultural resources along the proposed alignment. Because the project involves lands owned by a political subdivision of the state, any archaeological field

investigations will require a Texas Antiquities Permit. The archaeologist will prepare a permit application and submit the THC.

Once the background review is completed and the permit is obtained, the archaeologist will conduct an archaeological survey of the project area. The field survey will consist of one archaeologist walking the entire proposed project area with particular focus on any new, undisturbed right-of-ways and previously recorded sites. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. During the survey, the archaeologist will be examining the ground surface and erosional profiles for cultural resources and excavating small shovel tests where appropriate to test for subsurface archaeological deposits or assess the geomorphic setting. Any discovered or previously documented sites will be document and plotted on USGS 7.5 minute topographic maps using hand-held Global Position System (GPS) units.

Once the field survey has been completed, the archaeologist will prepare a report of the investigations. The report will document previous investigations in the area, background cultural settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature of the survey area with respect to archaeological potential, and recommendations on the need for further work. Draft copies of the report will be submitted to the **Engineer** for review and comment. Once this has been accomplished, any appropriate edits will be made and a draft report will be submitted to **TxDOT** and the THC for review. The Texas Antiquities Code also requires that 20 copies of the final report be submitted once the project is completed. Additionally, text will be provided to incorporate into the EA.

Task 3.8 Historical Resources

For the historic portion of the project, a historian will conduct a literature review of the project area and present a research design to **TxDOT**-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. The historical will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the THC for final determination of the APE and approval for the project to proceed.

Following completion of the preliminary research tasks, two architectural historians will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the

project's APE. The historians will plot the location of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

Four copies of a summary reconnaissance report will be provided and will include the following:

- A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.
- Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5-x-5-inch or 4-x6-inch color prints. All photographs will be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.
- An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.
- A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.
- Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

Task 3.9 Recreational Resources.
The assessment will include a review of the applicability of Section 4(f) of the DOT Act. A Section 4(f) Evaluation, should one be required, will be conducted.

Task 3.10 Hazardous Materials.
An electronic search of potential hazardous materials sites will be conducted followed by reconnaissance-level field investigations to verify the location of potential sites and collect additional preliminary information. If required, a Phase I Environmental Site Assessments will be added by supplemental agreement.

Information will be incorporated into the EA, along with a discussion of potential impacts, based on the best available information.

Task 3.11 Indirect and Cumulative Impacts.
The **Engineer** will conduct the 8 step process in analyzing Indirect and Cumulative Impacts as required by the regulations set out by FHWA.

Task 4 Identify Corridor Issues and Field Investigations
The **Engineer** will perform collect, research, review and assemble available environmental data and review various maps. The **Engineer** will perform site visits to identify environmental constraints including land use, socioeconomic issues, wetlands and other waters of the U.S., recreational issues (Section 4[f]), industrial waste issues, and ecological resources. If necessary, any threatened or endangered species presence/absence surveys or wetland delineation will be added by supplemental agreement.

Task 5 Graphics
The **Engineer** will prepare base maps for field use, stakeholder and public meeting presentation graphics, and final EA graphics using digital aerial photography. Screening graphics will be developed for each resource constraint category appropriate for the project. Alternatives will be mapped and each resource category quantified to provide the objective basis for the alternatives analysis. Report graphics will be prepared as needed to show the potential impacts of the proposed action on various resources and how these impacts may be minimized and/or avoided through the EA process.

Task 6 Report Preparations
The EA document will comply in all respects with the NEPA and the guidelines of **TxDOT** and the FHWA for preparing environmental documents. The analysis will address the adverse and beneficial impacts of project construction and operation, and will also include secondary and cumulative impacts. The impact analysis will be organized to facilitate equivalent comparisons of alternatives, employing charts, tables, maps, and matrices as appropriate. Generalized preliminary mitigation options will be emphasized where adverse impacts may potentially occur. The **Engineer** will submit the EA document in accordance with the provisions in Phase II.

Task 7 Public Involvement

Draft and advertise project Public Notices (English and Spanish) in accordance with the standards set forth by the Texas Department of Transportation public hearing requirements to provide effective notification procedures for project events and meetings that will heighten overall public participation.

Design and develop project support materials (English and Spanish}, including mail-out flyer, public meeting agendas and handouts, maps, and other related

project information, for public dissemination.

Provide coordination of professional transcribing and translation services for Public Meetings and/or Public Hearings. Additionally, the **Engineer** will provide technical support and assistance at one mock meeting and one public hearing. Upon receipt of the transcripts the **Engineer** will prepare the Summary and Analysis for submittal to **TxDOT**.

The **Engineer** assumes that Cameron **County** will publish the notices in the local newspaper, provide a location for the public hearing to be held, will provide a mailing list and copy, collate and mail letters to adjacent property owners and local governmental officials.

Task 8 Coordination
Agency Coordination: As part of the proposed effort, the **Engineer** intends to communicate with local, state, and federal agencies and organizations regarding project compliance with applicable environmental approvals, including the regulatory programs. These entities include:

Task 8.1 Local, county and municipal government agencies
Task 8.2 U.S. Army Corps of **Engineers** regarding jurisdictional determinations, if necessary
Task 8.3 U.S. Fish & Wildlife Service regarding federally threatened or endangered species
Task 8.4 Federal Emergency Management Agency and local flood management agency regarding NFIP compliance, if necessary.
Task 8.5 Texas Parks & Wildlife Department (TPWD) regarding area parks, wildlife refuges, state-listed endangered species, and compliance with **TxDOT**/TPWD Memorandum of Understanding and request for data from the Natural Diversity Database
Task 8.6 Texas Commission on Environmental Quality (TCEQ) regarding hazardous materials and groundwater protection compliance with **TxDOT**/TCEQ Memorandum of Understanding.

All correspondence will be preserved for inclusion in the EA document; telephone or in-person discussions with agency officials will be logged as part of the project file.

Assumptions Used to Derive the Proposed Scope of Services:
All investigations will be conducted based on existing literature and mapped data, aerial photographic interpretation, interactions with local and regional experts, and field reconnaissance. If necessary for specific site investigations, access to private property will be the responsibility of the **Engineer**.

The **Engineer** team assumes an EA that leads to the issuance of a **Finding of No Significant Impact** will fulfill the NEPA requirements for this project (as

opposed to an Environmental Impact Statement).

Any technical studies required as a result of modifications in project design alignment, or alternatives submitted after submittal of the draft EA will require an additional scope of work and budget.

The **Engineer** assumes that requisite engineering information such as traffic data will be provided by the Pharr District of **TxDOT** in a timely manner. The draft EA will be submitted to **County/TxDOT** not less than 60 days after receiving final engineering information, including diagrams for all alternative alignments or design options to be addressed in the EA.

The **Engineer** will prepare a scoping letter for distribution to resource and public agencies. This letter will also include minutes of the meetings with City/**County** officials, and Public Hearing.

Phase II – Right Of Way Services

Task: Ownership Data and Permission for Right of Entry
Function Code: 130
The Engineer shall obtain ownership data for all additional impacted property owners within the project limits and shall obtain right of entry from all property owners prior to commencing any work for surveying and/or right of way services. This will be done with a supplemental agreement, as the scope is determined

Task: Existing Utility Layouts, Utility Coordination and Meetings
Function Code: 130
The Engineer shall perform the following duties:

1. The Engineer shall meet with the Area Office and Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall prepare the minutes for these meetings and forwarded to the State. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
    a) Activities completed since last meeting
    b) Problems encountered.
    c) Late activities.
    d) Activities required by the next progress meeting.
    e) Solutions for unresolved and/or anticipated problems.
    f) Information or items required from other agencies/consultants.
2. If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
3. The Engineer shall notify the Utility companies in writing and request the following information in writing:
    a. Project letting date and request they relocate prior to letting.
    b. Develop their relocation plan according to Utility Accommodation Policy Manual.
    c. Forward their relocation plan to the Engineer.

d. Request in writing when relocation of utilities will be complete.
e. Upon immediate completion of relocation, request they forward as-built plans to the County.

4. The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
5. The Engineer shall update all files and plans based on the utility company responses.
6. The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the State and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
7. The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.

Task: Topographic -Utility locations
Function Code: 130
The Engineer's Surveyor shall gather all vertical and horizontal overhead utilities (location, elevation, direction, etc.) within the existing and proposed right of way that will not be obtained by Subsurface Utility Engineering (SUE).

Task: Existing and Proposed Right of Way
Function Code: 130
The Engineer shall stake all proposed right of way and drainage easement necessary for preparation and construction of this project as required to finalize the acquisition process and as required for utility relocations.

Right of Entry: It will be the responsibility of the **Engineer** to secure permission to enter private property for purposes of survey, environmental and Engineering investigations. The **Engineer** will, at all times, contact the property owner prior to any entry onto the owner's property.

RIGHT-OF-WAY DATA (FC 130)

Utility Coordination/Inventory – For Phase II, (Section III) the Engineer will provide the following:

1. Identify all existing overhead and above ground utilities; identify all existing underground utilities.

2. For Section IA, the State will assist with the Engineer/Surveyor with the Coordination for utilities and ROW

The **State** will provide utility coordination with the surveyor and right-of-entry with the surveyor for **Section III** as needed to complete the schematic.

The Engineer/Surveyor shall perform the following work.

- Update the existing planimetric file provided by the State.
- Update the DTM file.
- Recover and/or reestablish the existing centerlines of the existing roadway and intersecting roads.
- Tie down horizontally the utility information on the planimetric.

FIELD SURVEYING (FC 150)

In general, the **Engineer** will provide all field surveying required to complete the following:

1. Field Location: The **Engineer** will perform any surveying necessary to locate the centerline at locations where it crosses existing accessible features so that the environmental assessment can be performed.

2. Preliminary Horizontal Control
   a) Major Utility locations (horizontal reference, size, type, and owner name/phone/address).

PHASE II – RIGHT OF WAY MAP

Right of Way Map Development – The Engineer will provide the Right of Way Maps in accordance with the TxDOT Checklist below:

General

___ All documents have been proofread and are accurate.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with begin and end sta.
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:

___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take,
remainder etc...
___ Math checked on remainder

Improvements:

___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with
stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.

___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:

___ All utilities within or crossing existing and proposed right of way are shown and labeled as to
size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

**** DO NOT SEAL MAP***

FIELD NOTES

Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"

___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to
nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered

___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

PHASE III- PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

The Engineer shall prepare and submit the 1st, 2nd, 3rd, and Final submissions to the Pharr Area Office for the coordination, review, and the quality submission of the PS&E packages prepared by Engineer. The following tasks identify the responsibilities and deliverables that shall be carried out by the Engineer as part of PS&E development and submissions:

I. GENERAL

Task: Title Sheet
Function Code: 163
The Engineer shall prepare and submit this work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals.

Task: Project Layout/ Index
Function Code: 163

The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project. By use of shading or cross-hatching, the proposed areas of construction should be shown.

Task: Typical Sections –Configuration (Lane/Shoulder/Cut/Fill/etc.)
Function Code: 160

The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.

Task: Typical Sections – Pavement Design
Function Code: 160

Pavement Design to be the same as recently completed adjacent southern section.

Task: General Notes
Function Code: 163

The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. The Engineer shall compile all pertinent General Notes and develop any Special Provisions/Special Specifications applicable and required for this project. Specifications and General Notes will be provided to the State electronically in acceptable format for transferring data.

Task: Estimate and Quantity
Function Code: 163

The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. For Roadway, Bridge and Traffic items, the Engineer shall prepare a complete listing of construction bid items, compute estimated quantities required for each item, and compute estimated cost of construction work based on current State average low bid unit prices and estimated quantities.

Task: Consolidated Summaries
Function Code: 163

For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated per CSJ, City or County participation, etc. In addition some summaries (Traffic Control Plan, SW3P, etc.) shall be consolidated if applicable according to each phases of sequence of construction. Any quantities shown "For Contractor Information Only" should be shown as such.

II. TRAFFIC CONTROL PLANS (TCP)

The Engineer shall contact the Area Office prior to the 1st plan submission to address the approval of the Traffic Control Plan. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval. At this time, the Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.

Prior to making a presentation to the Traffic Control Safety Review Committee, the Engineer shall be responsible to advise TxDOT-Area Office of any traffic control issues that may affect the design from any previous initial meetings. The plans shall address the Typical Sections, Phases Narrative, Phase Layouts, and Temporary Traffic Signals and Illumination for each respective phase.

The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using Primavera or SureTrack software

Task: Phase Narrative
Function Code: 163
The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.

Task: Typical Sections
Function Code: 163
The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.

Task: Phases Layouts

Function Code: 163

If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads. In addition, the Engineer shall assure that drainage issues have been addressed as result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.

The Engineer shall prepare the plan and profile sheets and cross sections for all detours using the criteria established under "III. ROADWAY DETAILS, Task: Plans and Profile, Function Code: 160". These sheets and cross sections shall follow the phase layouts on the plans.

Task: Temporary Traffic Signals and Illumination

Function Code: 163

If the Engineer determines that the existing flashing traffic signal will be affected, then the adjustment/realignment of traffic signal heads shall be addressed on the plans.

Task: Standards

Function Code: 163

The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

The Engineer shall identify and insert all applicable TxDOT standards preferably at all times.

III. ROADWAY DETAILS

The Engineer shall design, prepare and submit the work under this section in accordance to the Roadway Design Manual, Hydraulic Design Manual, PS&E Preparation Manual, latest version of TxMUTCD and other deemed necessary State approved manuals. In addition, the Engineer should refer AASHTO, "A Policy on Geometric Design of Highways and Street" (2001- 4th Edition) when criteria is not identified on State manuals

The Engineer shall be responsible, at the early plan development stage, to inform the State of changes made from previous initial meetings regarding all exceptions, waivers, and variances that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the State-Area Engineer, unless otherwise directed by the State to proceed.

Task: Alignment Sheets
Function Code: 160
The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).

Task: Benchmark Data Sheet
Function Code: 160
The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.

Task: Plan and Profile
Function Code: 160
The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format.

The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.

The Engineer shall verify the roadway's existing profile and plan, the superelevation transition lengths (according to the superelevation rate and distance between the axis of rotation and the edge of travel way), and all ponding areas.

The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.

The Engineer shall determine all cut and fill quantities.

Task: Intersection Details
Function Code: 160
The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals pedestrian heads, signage, and pavement markings. Also, the Engineer shall design all intersections in accordance to TxDOT's, "Regulations for Access Driveways to State Highways" or any approved latest version of the "Access Management Manual". In addition, the Engineer shall assure the location and verification of any storm sewer inlets, and utilities are not within pathway of the pedestrian element nor outside of the limitations of the right of away. In those instances where the Engineer has identified a

variance for this task, the Engineer shall notify the State immediately and cease any work further until this issue has been resolved between Engineer and the State-Area Office. The Engineer shall design the intersection by preventing the bottom of the vehicles to be wedged when accessing onto a street.

Task: Driveway Details
Function Code: 160
The Engineer shall design all driveways in accordance TxDOT's, "Regulations for Access Driveways to State Highways", any approved latest version of the "Access Management Manual", and the Pharr District Standard Driveway Details. The Engineer shall notify the TxDOT-Area Office at the early design process when a construction license agreement is needed to construct a portion of the driveway outside of the State's Right of Way. The Engineer shall design the intersection by preventing the bottom of the vehicles to be wedged when accessing onto an adjacent property.

Task: Miscellaneous Details, Etc.
Function Code: 160
The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

Task: Standards
Function Code: 160
The Engineer shall identify and insert all applicable TxDOT standards preferably at all times.

IV. WALL DETAILS

Task: Wall Layouts
Function Code: 163
This task, if required, shall be addressed with a separate supplemental work authorization.

V. DRAINAGE DETAILS

The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section

Task: Hydraulic Calculations
Function Code: 161
The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:

- Description-Material, Size, & Entrance (headwall)
- Design discharges, Flow per barrel, barrel slope, and Manning n-value

- Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
- Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
- Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.

Task: Culvert Layouts, Cross Sections, and Detail Sheets
Function Code: 161
The Engineer shall use the above-listed manuals to prepare and submit the work under this task.

Task: Plan and Profile Sheet
Function Code: 161
The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The Engineer shall show the location of culverts and ditches on the roadway plan view.

Task: Miscellaneous Details
Function Code: 161
The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

Task: Standards
Function Code: 161
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

VI. UTILITIES

Task: Existing and Proposed Utility (P&P) Layouts
Function Code: 130
The utility relocation layout sheets are applicable when relocation of existing utilities will be included in the construction plans.

Task: Standards (For each utility type)
Function Code: 130
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

VII. TRAFFIC ITEMS

Task: Traffic Signal Layouts
Function Code: 162

The Engineer shall prepare a traffic signal warrant study to support their recommendation for the continuous activation of a proposed traffic signal based on projected volumes. This warrants study includes addressing pedestrian signals along with obtaining traffic and pedestrian counts as part of this scope. If a signal is warranted, a supplemental agreement would be prepared for the plan preparation.

Task: (Traffic Signals) Standards
Function Code: 162
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards. District Standards and/or miscellaneous details that have been approved for use at other Districts shall be signed, sealed, and dated by a Registered/Licensed Engineer in Texas for use in the Pharr District. The Project Manager/Area Engineer shall approve the use of these details during the early stages of design. In addition, the appropriate general notes, special specifications, special provisions, and method of payment shall accompany these details.

Task: Illumination
Function Code: 163
The Engineer shall refer to TxDOT's Highway Illumination Manual and other deemed necessary State approved manuals for design of continuous lighting and safety lighting for all conventional. Safety lighting shall be included as part of the design on each flashing beacon and traffic signal. Preliminary layouts shall be provided for initial review and approval. Circuit wiring diagrams shall be prepared showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. Any existing illumination within the project limits shall be coordinated with the proposed design.

Task: (Illumination) Standards
Function Code: 163
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

Task: Signing
Function Code: 162
The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual.

Task: (Signing) Standards
Function Code: 162

The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

Task: Pavement Markings
Function Code: 162
The Engineer shall refer to latest version of the TxMUTCD, Supplemental to TxMUTCD, TxDOT's Signs and Markings Manual.

Task: (Pavement Markings) Standards
Function Code: 162
The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards

VIII ENVIRONMENTAL

Task: Storm Water Pollution Prevention Plans (SW3P)
Function Code: 161
The Engineer shall submit and prepare SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion.

Task: Miscellaneous
Function Code: 161
The Engineer shall prepare and submit this work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals.

1. Roadway Details
2. The Engineer shall describe the Erosion Control Devices to be used in the project.

XI. MISCELLANEOUS

Task: Landscaping/Irrigation
Function Code: 161

The engineer shall perform the following tasks under this item:

1. For vegetation items, the Engineer/Architect shall prepare quantities, general notes, special provisions,

X. CROSS SECTIONS

Task: Cross Sections

Function Code: 160

The Engineer shall submit preliminary cross sections as part of traffic control layouts for review and approval of the proposed traffic control plans by the Traffic Control Safety Review Committee. Two rolls of cross sections shall be included with each submittal for review. For the Final Submission, the Engineer shall furnish the final cross - section plots, in 11"X17" mylars, showing both the original terrain (modified) and the design cross-sections, showing the roadway template, at a vertical scale of 1": 5' and a horizontal scale of 1": 10'. The design cross - sections shall indicate the slope rate on the side slopes and shall be included at the end of the plans following "X Miscellaneous". The Engineer shall use GeoPak software and provide the state with the applicable files.

DELIVERABLES

The Engineer shall forward to the County and State, one (1) and three (3) sets, respectfully, of CDs with all the files containing the information and layouts used to prepare the PS&E.

Each CD shall be labeled and include the following:

- CSJ
- County
- Highway
- Date of the CD Burn
- INTERIM (in 1" letters) Note: As-built shall specified FINAL
- Volume sequence (i.e. Disk 1 of 3)

Each CD created shall have the standard directory structure, as follows:

Directory :\Control-Section - Job Number	Types of Data
Documents	Form 1002, Design Summary Report (DSR), Design Exceptions/ Variances, Traffic Control Safety Review Approval Form, Hydraulic Report, Geotechnical Report, Summaries, General Project Correspondence, and Excel files.
Utilities	Existing utility information as provided by the affected utility company including

	correspondence.
ROW	ROW Maps and Parcel sketches as furnished By surveyor
Design	All .DGN files – Mapping, Sheet Files, Master Design Files, dat files .gpk files, .prj files, design cross section files, etc.
Hydraulics	Drainage Input & Output Culvert Analysis
Electrical	Electrical input and output files, correspondence, everything except .dgn files
Signing	Signing input and output files, correspondence, everything except .dgn files
Standards	All Standard Sheets used for the Job
Construction	Field change documentation except for .dgn files.

A "readme" file should be created and placed under the "documents" subdirectory. The readme file should be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as the CSJ,
Limits of Construction and Type of Improvements

All CADDSEALS placed on finished documents are to remain on that document. Do Not remove CADDSEALS.
The file naming convention will be as shown below. Not all plan sets will have all of the listed sheets.

Sheet File Type Naming Convention

Title Sheet *TTL*.DGN
Supplemental Index *INDX*.DGN
General Notes & Spec. Data *GNOT*.DGN
Estimate & Quantities *E&Q*.DGN
Consolidated Summaries *SUM*.DGN
Project Layout *PRJLO*.DGN
Typical Sections *TYP*.DGN
Traffic Control Plans *TCP*.DGN
Horizontal Alignment Data *HAD*.DGN
Bench Mark Data *BM*.DGN
Table of Cross Slopes *CS*.DGN
Plan & Profile Sheets *PP*.DGN

Landscape Sheets *LAND*.DGN
Irrigation Sheets *IRRI*.DGN
Detail Sheets (any) *DET*.DGN
Drainage Area Maps *DA*.DGN
Hydraulic Data Sheets *HD*.DGN
Storm Sewer Plan & Profiles *SS*.DGN
Culvert Cross Sections *CUL*.DGN
Water Quality Facilities *WQ*.DGN
Retaining Wall Sheets *RET*.DGN
Bridge Layouts *BR*.DGN
Bridge Quantities/Bearing Seat Info *BRQUAN*.DGN
SW3P Info Sheet *SW3P*.DGN
Erosion Control (Temp & Perm) *EC*.DGN
Signing Layouts *SIGN*.DGN
Pavement Markers (incl. Delineation) *PMLO*.DGN
Signalization Sheets *SIG*.DGN
(includes electrical service sheets)
Illumination Sheets *ILLI*.DGN
Roadway Cross Sections *XS.DGN
Master Design File *MDF.DGN
Alignment File *ALN*.DGN

Where an * (wildcard) appears in the filename, the user is free to describe the file as they see fit as long as the required letters appear in the filename somewhere.

I. PS&E DELIVERABLES

The Engineer shall deliver to the Project Manager assigned by the State four (4) copies of the 1st, 2nd, and 3rd submittal. For the final submittal, the Engineer shall submit one set in Mylar accompanied by a paper copy.

1st Submittal -

a. Approved (signed form) Design Summary Report
b. Title Sheet
c. Typical Sections (existing and proposed)
d. Traffic Control Plan
e. Utility Layout (conflicts identified)
f. Plan & Profile
    1. Vertical Alignment (existing and proposed)
    2. Horizontal Alignment (existing and proposed)
g. Bridge Layouts (including bridge class structures)
h. Miscellaneous Details
i. Corresponding Quantity Summary Sheets
j. Corresponding Standard Detail Sheets for all Items of Work in this submittal
k. Preliminary Estimate

l. Design Exceptions/Waivers required
m. Newly created Special Provisions/Specifications to be used (Form 1814)
n. R.O.W. (issues identified)
o. 2 Rolls of Cross Sections

2nd Submittal -
a. Index Sheet
b. Hydrologic Computation Sheets
c. Hydraulic Data Sheets
d. Drainage Area Maps
e. Drainage Plan & Profile
f. Drainage Structure Details
g. Storm Sewer Details
h. Storm Water Pollution Prevention Plan
i. Bridge Details
j. Retaining Walls
k. Miscellaneous Details
l. Corresponding Quantity Summary Sheets
m. Corresponding Standard Detail Sheets for all Items of Work in this submittal
n. Updated Estimate
o. Utility Adjustment/Relocation Details
p. R.O.W. Acquisition Detail
q. 2 Rolls of Cross Sections

III. 3rd Submittal -
a. Final Index of Sheets
b. Pavement Marking Layout/Details
c. Signalization (existing and proposed)
d. Illumination
e. Traffic Management Items
f. Miscellaneous Details
g. Corresponding Quantity Summary Sheets
h. Corresponding Standard Detail Sheets for all Items of Work in this submittal
i. Final Estimate
j. General Notes
k. Certifications
l. Form 1002
m. Cross Sections

IV. 4th Submittal -
a. PS&E Package 100% complete.

II. GEOTECHNICAL DELIVERABLES

The Engineer shall submit the Geotechnical Report signed and sealed by a Registered Professional Engineer in the State of Texas.

III. HYDRAULIC DELIVERABLES

The Engineer shall submit the Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.

IV. SURVEY DELIVERABLES

The Engineer shall submit, after completion of PS&E, all original field books containing all survey information requested for this work authorization. The field book shall contain all information gathered in the field. The survey information provided shall be to the surveyor's best knowledge, accurate, and complete.

Electronic files (*.txt) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system. The x-coordinate corresponding to the east bearing, the y-coordinate corresponding to the north bearing, and the z-coordinate corresponding to the vertical elevation.

Electronic 2d and 3d Microstation files (*.dgn) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system.

ATTACHMENT "C"

Work Schedule

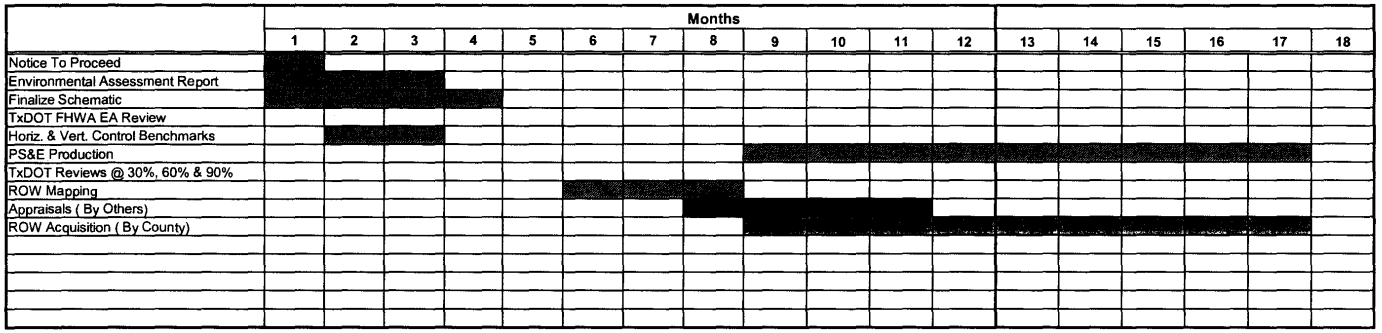


EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number
Area Code ( )

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. ***WORKERS' COMPENSATION***				
	2.1	2.2	2.3	Statutory Texas
Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**				
3. ***COMMERCIAL GENERAL LIABILITY***				
Bodily Injury/Property Damage	3.1	3.2	3.3	$1,000,000 combined single limit each occurrence and in the aggregate
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
4. ***TEXAS BUSINESS AUTOMOBILE POLICY***				
A. Bodily Injury	4.1	4.2	4.3	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Occurrence
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**.				
5. ***PROFESSIONAL LIABILITY***				
	5.1	5.2	5.3	$1,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County** .

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No.			Original Signature of Authorized Agent		

Area Code (_____) _____	_____ _____ Date

Hidalgo County
CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$750,000 each occurrence
Property Damage	-	$250,000 each occurrence $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance.

Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

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: Jesse Salinas
Title: Executive Vice President
Telephone Number: (956) 424-7898
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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.

N/A

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

EXHIBIT "D"

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

Date

Amended 01/13/2006

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2006

PRODUCER (972)581-4800 FAX (972)581-4850
Bell Insurance Group
16980 Dallas Parkway
Dallas, TX 75248

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 TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Co.	
INSURER B: The Hartford Companies	22357
INSURER C: Continental Casualty Co.	
INSURER D: Continental Casualty	20443
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	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC	1075066054	09/11/2006	09/11/2007	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	46UECTW3241	09/11/2006	09/11/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	2090503299	09/11/2006	09/11/2007	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2006	09/11/2007	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Professional Liability	AEH113771047	09/11/2006	09/11/2007	Each Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hidalgo County is added as an additional insured in regard to general liability and automobile liability, and is provided a waiver of subrogation in regard to general liability, automobile liability and workers' compensation, as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Martha Salazar
100 E. Cano
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
Byron Johnson/RH

©ACORD CORPORATION 1988

ATTACHMENT D
FEE SCHEDULE

Mile 6 West Mile 9 North to SH 107

Schematic and EA	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Revise EA to current format	36	160	240		48	80	564
Finalize Schematic	30	120	260		180		590
DSR Meeting	16	16	8			8	48
Sub-Total	**82**	**296**	**508**	**0**	**228**	**88**	

General	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Title Sheet	4	4	8		8		24
Project Layout		2	8		16		26
Typ Sections		8	8		24		40
Pavement Design	4	8	16		4		32
General Notes	4	8	24		8	8	52
Estimate and Quantity	24	80	120		120	40	384
Summaries		2	24		40		66
Sub-Total	**36**	**112**	**208**	**0**	**220**	**48**	

Traffic Control Plan	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Phase Narrative	18	40	64		80	8	210
Typical Sections	4	24	36		40		104
Phase Layouts	8	36	64		120		228
Temp.Traffic Signals and Illumination							0
Sub-Total	**30**	**100**	**164**	**0**	**240**	**8**	

Roadway Details	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Alignment Sheets	4	8	16		24		52
Benchmark Data Sheets	4	12	36		40		92
Plan and Profile (Roadway)	82	440	1264	0	2385		4171
Intersection Details	16	48	60		120		244
Driveway Details	8	36	54		120		218
Misc. Details	4	40	80		120	20	264
							0
Sub-Total	**118**	**584**	**1510**	**0**	**2809**	**20**	

Drainage Details	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Drainage Area Maps	8	24	36		80		148
Hydrology Calculations	6	48	64				118
Hydraulic Calculations	6	64	120				190
Culvert Layouts, Cross-sections and Detail Sheets	4	16	48		60		128
Misc. Details	4	8	16		40		68
							0
Sub-Total	**28**	**160**	**284**	**0**	**180**	**0**	

Utilities	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Exist. and Prop. Utility Layouts	12	36	120		180		348
Coordination	12	64	96				172
Sub-Total	**24**	**100**	**216**	**0**	**180**	**0**	

Pavemenent Markings and Signing	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Existing Signs	2	8	16	20	48	0	94
Pavement Markings	2	16	80	8	120	0	226
Prop. Signs	6	64	160	16	320	0	566
Sign Details	0	60	80	8	80	0	228
Pav. Mrk and Sign Sheets	2	48	120	4	450	0	624
Standard Detail Drawings	0	4	12	8	36	0	60
Sub-Total	**12**	**200**	**468**	**64**	**1054**	**0**	

Traffic Signal Items	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
Traffic Signal Warrant Study	2	4	12	20	48	4	90
Existing Conditions	2	12	4	8	24	2	52

ATTACHMENT D
FEE SCHEDULE

Prop. Signal	6	60	64	16	192	15	353
Electrical Service Data Sheet	0	2	12	8	8	0	30
Summary of Quanties for Signalization	0	4	24	4	18	4	54
Standard Detail Drawings	0	2	6	8	16	4	36
Sub-Total	**10**	**84**	**122**	**64**	**306**	**29**	

Environmental & SW3P	Project Manager	Project Engineer	Sr. Designer	Designer	CADD	Admin	
SW3P Sheets	40	164	328		656	16	1204
Epic Sheet	8	24	40		4	8	84
Sub-Total	**48**	**188**	**368**	**0**	**660**	**24**	
Total Project Hours	**388**	**1824**	**3848**	**128**	**5877**	**217**	**12282**
	$ 174.88	$ 135.80	$ 116.40	$ 99.00	$ 96.00	$ 58.28	
TOTAL LABOR COST	**$ 67,853.44**	**$ 247,699.20**	**$ 447,907.20**	**$ 12,672.00**	**$ 564,192.00**	**$ 12,646.76**	**$ 1,352,970.60**

DIRECT COSTS

Copies, Bond Plots, Mylar Plots & Mileage						$ 1,800.00
Travel						$ 3,500.00
24" X 24' Schematic Plot						$ 5,000.00
Pictures & Film						$ 500.00
			Sub-Total Direct Cost			**$ 10,800.00**

Additional Services

Right of Way Mapping	110 ea	@	$ 3,000.00	each		$ 330,000.00
Topographic Survey & utility Relocation Drawings	42240'	@	$ 4.15	LF		$ 175,296.00
Horiz & Vert. Control Benchmark Points and centerline staking @100 foot intervals	45 ea	@	$ 3,300.00	each		$ 148,500.00
Geotechnical						$ 50,000.00
EA Update						$50,000.00
			Sub-Total Additional Services			**$ 753,796.00**

Total Basic, Direct Costs & Additional Services **$ 2,117,566.60**

AI-3902 **15.C.2.**

Pct. 1 Vehicle

CC REGULAR

Date: 05/22/2007
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting authority to purchase through Hidalgo County's membership and participation with TASB-Buyboard's awarded vendor Philpott Motors for: One (1) New 2008 Ford F350 Cab/Chassis for a total amount of $22,540.00 which includes delivery and buyboard fees. (CIP Equipment)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 07 **ACCT. #:** 1336-431-00-121-041-0-741
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
As per Noe Montez, line item transfer on consent agenda of May 22, 2007.

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-431-00-121-041-0-741
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
741-Available balance as of 05/17/07 $ 1,380.00; AI 3932 transfer amount $ 2,791.59; AI 3928 transfer amount $ 18,368.41

Total balance after transfers $ 22,540.00

Attachments

Link: Pct. 1 Cab-Chassis

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 01:03 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:20 PM	APRV
3	Erika Reyna	Erika Reyna	05/17/2007 03:05 PM	APRV
4	Sergio Cruz	Sergio Cruz	05/17/2007 03:39 PM	APRV
5	Auditor's Office	Linda Fong	05/18/2007 10:22 AM	APRV
6	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Gricelda Villarreal Started On: 05/16/2007 11:56 AM
Final Approval Date: 05/18/2007

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Medium and HD Trucks

BUYBOARD BID 208-04

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: CRIS VILLAREAL **Date:** 8-May-07

Product Description: FORD F350 CAB/CHASSIS

A. Bid Series: 2 **A. Base Price:** $ 13,958.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F36165	REGULAR CAB 84"CA DRW	$ 1,743.00		AM-FM RADIO	INCL
	2008 MODEL UPGRADE	INCL		VE VINYL BENCH SEAT	INCL
572	A/C	$ 808.00		RUBBER FLOOR	INCL
				POWER STEERING	INCL
447	6-SPEED MANUAL TRANS	INCL		ABS BRAKES	INCL
512	SPARE TIRE AND WHEEL	$ 332.00		HEATER-DEFROSTER	INCL
				SINGLE REAR WHEELS	INCL
	DUAL REAR WHEEL MODEL	INCL		10,000 GVWR	INCL
	13,000 GVWR	NOTE		MANUAL TRANSMISSION	INCL
99R	6.4L DIESEL UPGRADE WITH	$ 5,299.00		5.4L V8 GAS	INCL
	NEW REQUIRED FEDERAL			DELIVERY	INCL
	EMISSIONS				

Total of B. Published Options: $ 8,182.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		FORD MUNICIPAL FINANCE	NOTE
		2 ANNUAL PAYMENTS	NOTE
		1ST PAYMENT DUE UPON DELIVERY	NOTE
		LAST PAYMENT DUE 1 YEAR LATER	NOTE
		2 PAYMENTS OF $11,829.35	NOTE
ESTIMATED DELIVERY IN 90 DAYS	NOTE		

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ **miles @ $.93/mile** $ -

F. Total of A + B + C + D + E = F $ 22,140.00

G. Quantity Ordered 1 **x F =** $ 22,140.00

H. BUYBOARD Administrative Fee **$400.00 PER PURCHASE ORDER** $ 400.00

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 22,540.00

AI-3943 **15.C.3.**

Pct. 1-Invoice No. 0706-Rodriguez Engineering-C-06-217-07-18

CC REGULAR

Date: 05/22/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 0706 in the amount of $6,768.58 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# 584629) for "Various R&B and C.I.P. Projects - Mile 12(for FM 88 to Mile 6)"

BACKGROUND

INVOICE NO. 0706

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO # 584629 has $27,074.30 as of 5/18/07.

Attachments

Link: Pct. 1-Invoice No. 0706-Rodriguez Engineering-C-06-217-07-18

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 02:27 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:37 PM	APRV
3	Dale Kennan	Dale Kennan	05/18/2007 09:53 AM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 10:27 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Letty Saenz Started On: 05/16/2007 04:54 PM
Final Approval Date: 05/18/2007

RODRIGUEZ ENGINEERING **CONSULTING ENGINEER/SURVEYOR**

DATE: May 15, 2007 Invoice No. 0706

Project: PO 584629

Owner: Hidalgo County Precinct No. 1

Location: Mile 12 (From FM 88 to Mile 6)

Engineering Services rendered for Preliminary Phase for the above referenced Project:

Contract Amount:	$ 27,074.30
Preliminary Phase (25%):	$ 6,768.58
Amount Due Now:	$ 6,768.58

APPROVED FOR BILLING: _____

NF

7-1336-431-00-121-041-0-731

PO 584629

INVOICE RECEIVED BY _____ on 5/16/07

GOODS/SERVICES RECEIVED _____ on _____

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: PURCHASING DEPT. **From:** NOE MONTEZ

ATTN: LETTY

Fax: **Pages:** 2

Phone: **Date:** 5/16/07

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

PLEASE PLACE THE FOLLOWING INV #0706 FOR RODRIGUEZ ENGINEERING ON THE NEXT CC MEETING..

THANKS

NOE MONTEZ

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-3854 **15.D.1.**

LO-BOY DETACHABLE GOOSENECK 35 TON TRAILER

CC REGULAR

Date: 05/22/2007
Submitted By: Juan Tapia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of a proposal from Interstate Trailers, Inc. through Hidalgo County's participation/membership Inter Local Agreement through Buyboard and approval of specifications attached hereto FBO Pct 2 for:
One (1) New Model Lo-Boy Detachable Gooseneck 35 ton Trailer" @ $ 49,025.00 (7-200)

BACKGROUND

Memorandum from Comm. Hector Palacios
Price sheet summary

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1334-431-00-122-032-0-742
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $50,000.00 as of 5/17/07.

Attachments

Link: Lo-Boy Detachable Gooseneck 35 ton Trailer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 12:46 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:03 PM	APRV
3	Dale Kennan	Dale Kennan	05/17/2007 02:37 PM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 10:29 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 11:31 AM	APRV

Form Started By: Juan Tapia Started On: 05/14/2007 03:04 PM
Final Approval Date: 05/18/2007

Hidalgo County Precinct #2

Commissioner Hector "Tito" Palacios

MEMORANDUM

To: **Marty Salazar, Hidalgo County Purchasing Agent**
Attn: Juan Tapia, Buyer I

From: **Hector "Tito" Palacios, Commissioner Hidalgo County Precinct #2**

SUBJECT: **Authorization to purchase a Lo-Boy trailer as per attached specifications**

DATE: **26 April 2007**

RFP 07-200

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 8th May 2007.

Request court approval to advertise for one new (2007) or fairly new Lo-Boy trailer. Attached are the specifications for the trailer as per by Mr. Remigio Huerta, Chief Mechanic for the County Wide Shop. Trailer will be used by the County Wide Shop to haul heavy equipment to the Precinct's work sites and to the County Wide shop for repair.

The account number for the purchase is 7-1334-431-00-122-032-0-742

Thanks,

memo purchasing req advertise purchase lo-boy trailer co wide apr 07

RECEIVED

APR 27 2007

PURCHASING DEPT.

INTERSTATE TRAILERS, INC.

Quotation No: 208-04-70SDGN-AR
Date: 5/2/2007

Phone: 1-800-433-5384
Fax: 1-817-453-5445

Dealer: ***Texas Local Gov. Purch. Co***
Attn. Proposal Admin. Mgr.
7620 Guadalupe
Austin, TX 78752
Bus: (512) 467-0222 ext. 7154
Bus Fax: (800) 211-5454

Salesman: Treye Phelps
Terms: Net due 10 days.
Delivery: 14-16 weeks ARO.

Interstate model 70SDGN-AR

General description:	70,000 lb. Non-ground bearing detachable neck lowboy trailer	Suspension:	Air ride with auto & manual controls.
Load capacity:	70,000 lbs. at 55 M.P.H. (G.V.W.R. 86,200 lbs.)	Axles:	(2) Spicer 25,000 lb. capacity with oil bath hubs.
Overall length:	46'-0"		
Deck length:	24'-0"	Brakes:	16-1/2" x 7" air with anti-lock braking system and spring parking brakes on both axles.
Deck width:	8'-6"		
Deck height:	26" unloaded		
Frame construction:	Pierced mainbeam construction with one piece interlocking crossmembers. True (4) beam construction with positive camber and tapered frame design. Mainbeams: 16" fabricated I-beam. Siderails: 16" fabricated I-beam. Crossmembers: 8" I-beam x 13 lbs per ft., 60,000 psi. on 20" centers.	Wheels:	10 hole, hub piloted disc, 8.25 x 22.5.
		Tires:	(8) 255/70R22.5, (H).
		Hitch:	**2" SAE king pin, 90" swing.**
		Tie downs:	(16) heavy duty D-rings, 8 per side.
		Lights:	12 volt DOT & ICC approved. All lights are sealed LED and flush mounted in rubber grommets. Wiring is run in flexible neoprene jacket and modular in design. 7 way plug.
Decking:	**1-3/4" "Apitong" decking secured with. 5/16" torque screws, open in center.**		
		Boom well:	"V" crossmembers with steel grating in bottom.
Outriggers:	11 per side, cast steel.		
Front flip ramps:	Integrated	Tool box:	Front and rear deck, uncovered.
Hydraulic operation:	Wetline		
Paint:	Black.		

Factory Installed Options:

☑ Flush wheel well covers: Inc.	☐ Additional deck length:	ft. @ $400.00 per ft.	☑ 90" Swing clearance: Std.
☑ 13 HP "Honda" powerpack: Inc. Includes combo wetline.	☐ Additional tie down rings:	@ $33.00 each	☑ LED light package: Std.
	☑ Hutch Multi-point spring suspension: Inc.		☑ Center decking: Inc.

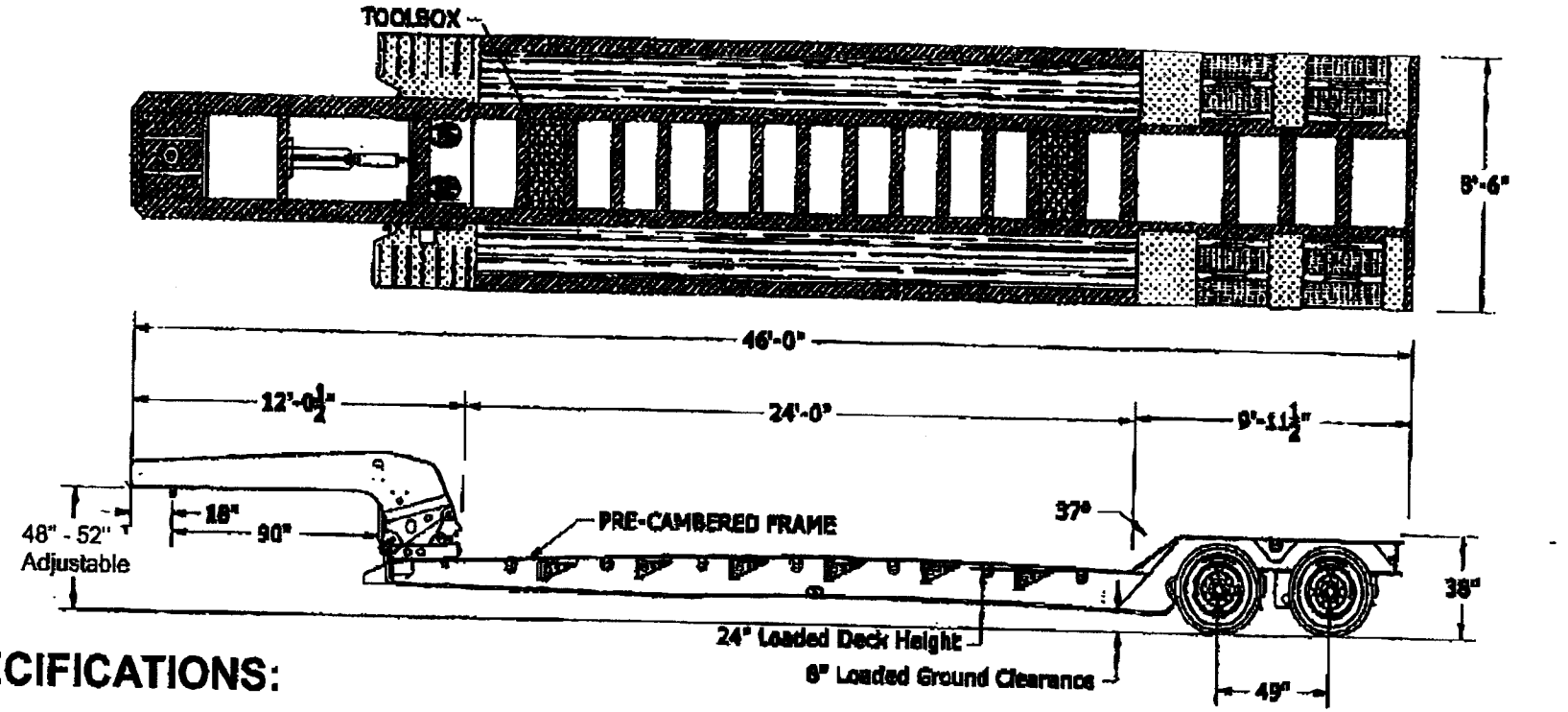
Misc. options:	**Price:**
☑ 3' beavertail with 24" x 72" spring assist ramps	Inc.
☑ T-1, 100,000 lb. Cap. Steel	Inc.
☑ Spring brakes all axles	Inc.
☐	

Quotes good for 30 days unless otherwise stated and do not incld. F.E.T., state taxes or licensing fees.

Sub Total:		49,025.00
Freight:		-
Total net F.O.B. Dealership:	**$**	**49,025.00**

INTERSTATE TRAILERS, INC.

Model: 70SDGN-AR



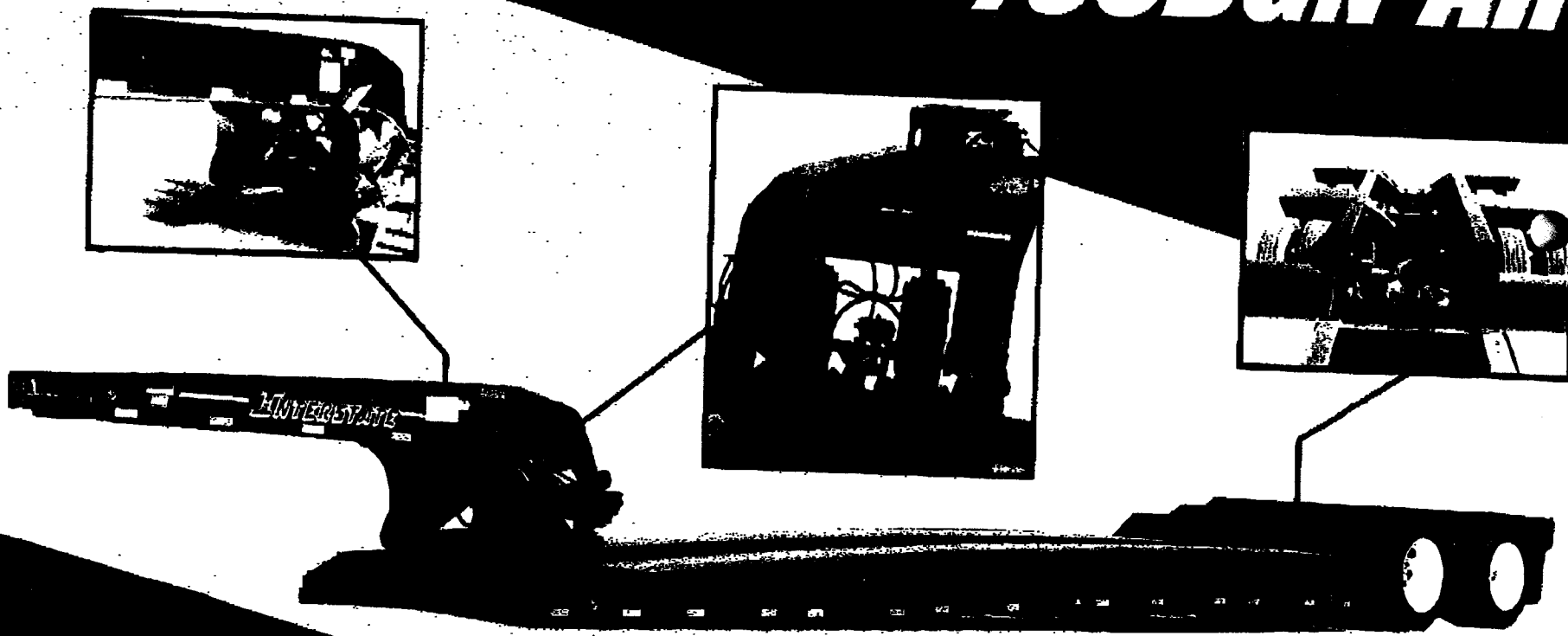
SPECIFICATIONS:

Load Capacity:	70,000 lbs. in 16'.
Weight:	16,200 lbs.
Overall Length:	46'-0".
Width:	8'-6".
Deck Length:	24'-0".
Deck Height:	24" Loaded.
Gooseneck:	Hydraulic Removable, Non-Ground Bearing, (5) Position Ride Hgt., (2) 8" Lift Cylinders.
Hydraulic operation:	Wetline.
Fifth Wheel Hgt.:	48" - 52" Adjustable.
King Pin Plate:	5/16".
King Pin:	18" Setting, 90" Swing Clearance.
Decking:	1-3/4" Apitong Covered Outside, Center Open.
Outriggers:	11 Per Side.
Tie Downs:	(16) Eight Per Side.
Lights & Wiring:	Rubber Mounted LED Lights & Sealed Wiring Harness.

Frame:	Pierced Main Beam Construction With One Piece, Interlocking Crossmembers. True (4) Beam Construction With Positive Camber and Tapered Frame Design. Main Beams: 16" Fabricated I-Beams. Crossmembers: 8" I-Beams X 13 lbs.per ft., 60,000 lb. psi. on 20" Centers.
Boom Well:	"V" Crossmembers With Steel Grating In Bottom.
Suspension:	Air Ride With Auto & Manual Controls.
Axles:	25,000 lb. Capacity, 77.5" Track.
Tires:	255/70R22.5 (H) Low Profile Radials.
Wheels:	8.25 x 22.5 Steel Disc, Hub Piloted.
Brakes:	16-1/2" x 7" With Air Activated Outboard Drums And Automatic Slack Adjusters. Anti-lock Brake System and Spring Parking Brakes.

05/10/2007 22:12 9567874683 HIDALGO CO PCT 2 PAGE 04

70SDGN-AR



70,000 lb. carrying capacity.

Air ride suspension with height controls.

Four (4) beam construction with interlocking crossmembers.

THE PERFECT CONNECTION

AI-3919 **15.E.1.**

Approval of Execution of Agreement with Quintanilla, Headley and Assoc.

CC REGULAR

Date: 05/22/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of a professional civil engineering services contract with Quintanilla, Headley and Associates in connection with the, "Construction of New Offices" for Precinct No. 4 (approved for negotiations on CC 04/17/07) with authority to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-431-00-124-032-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Avail. Bal. 461,000.00. Contracted for the lump sum of $50,965.00

Attachments

Link: QHAProposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 01:10 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:24 PM	APRV
3	Rey Salazar	Rey Salazar	05/17/2007 04:38 PM	APRV
4	Sergio Cruz	Sergio Cruz	05/17/2007 05:27 PM	APRV
5	Auditor's Office	Linda Fong	05/18/2007 10:31 AM	APRV
6	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Rocio Villarreal Started On: 05/16/2007 02:35 PM
Final Approval Date: 05/18/2007

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.

Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

May 15, 2007

Honorable Oscar Garza, Jr.
Hidalgo County Commissioner
Precinct No.4
P O Box 1356
Edinburg, Texas 78539

Re: Proposed Pct. No.4 New Office Building

Dear Commissioner Garza:

I am pleased to submit this scope of work for the engineering services in connection with this new facility.

Scope of Services:

1. Boundary Survey
2. Topography Survey
3. Subdivision Plat
4. Design of the Water Distribution System, Sanitary Sewer Collection System, Storm Sewer System, Roadway and Parking Lots
5. Technical Specifications
6. Construction Staking
7. Professional Insurance (Errors & Omissions)

Engineering fee is a Lump Sum of $ 50,965.00

Should you have any questions or require additional information, please feel free to call me.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

May 15 07 09:48a Quintanilla Headley (956) 381-0527 p.2

AI-3925 **15.E.2.**

Requesting authority to purchase 3 Ford F-150 Reg Cabs for Pct. 4 thrugh H-GAC

CC REGULAR

Date: 05/22/2007
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Requesting authority to purchase through our participation with the Texas Association of School Boards (TASB -BuyBoard) contract with Philpott Motors, "Three (3) New 2007 Ford F-150 Regular-Cab V8 Pickup Trucks" in the amount not to exceed a total amount including Delivery and BuyBoard fees: $44,380.00.

BACKGROUND

Pct4 will purchase 2 vehicle out of 7-1204-431-00-124-007-0-741 and 1 vehicle out of 7-1214-452-00-124-009-0-741

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1204-431-00-124-007-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$40,000 available balance as of 05/18/2007

FISCAL YEAR: 2007 **ACCT. #:** 7-1214-452-00-124-009-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$40,000 available balance as of 05/18/2007

Attachments

Link: P/U TRUCKS QUOTE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 01:37 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:33 PM	APRV
3	Rey Salazar	Rey Salazar	05/18/2007 09:32 AM	APRV
4	Sergio Cruz	Sergio Cruz	05/18/2007 09:39 AM	APRV
5	Auditor's Office	Linda Fong	05/18/2007 10:34 AM	APRV
6	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Moises Salazar Started On: 05/16/2007 03:01 PM
Final Approval Date: 05/18/2007

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #208-04

End User: HIDALGO COUNTY PCT # 4 **Philpott Rep:** ALAN WILEY

Contact: MOISES SALAZAR **Date:** 16-May-07

Product Description: FORD F150 REGULAR CAB

A. Bid Series: 8 **A. Base Price:** $ 12,661.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	REGULAR CAB LWB	INCL	17F12	2007 MODEL UPGRADE	$ 1,999.00
	4.6L V8 GAS	INCL		GPC ADJUSTMENT	INCL
	AUTOMATIC	INCL		FUEL DELIVERY COST	INCL
	FULL SIZE SPARE TIRE	INCL			
	A/C AND HEAT	INCL			
	VINYL SPLIT BENCH SEAT	INCL			
	REAR BUMPER	INCL			
	STANDARD BUMPERS	INCL			
	AM-FM RADIO	INCL			
				ESTIMATED DELIVERY IN	NOTE
				30-45 DAYS FROM STOCK	NOTE
				ORDERS IN WHITE	NOTE

Total of B. Published Options: $ 1,999.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment:

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 14,660.00

G. Quantity Ordered 3 **x F =** $ 43,980.00

H. BUYBOARD Administrative Fee **$400.00 PER PURCHASE ORDER** $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 44,380.00

AI-3905 **15.F.1.**

BreezeNet B Wireless Solution

CC REGULAR

Date: 05/22/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer equipment and peripherals from state awarded vendor through our participation with ***TCPN*** Cooperative Purchasing Program for the following:
DEVOLVE, CORP. - Contract Number ***R4702***
NETWORK CABLING SERVICES
Requisition # 110078 for the total of $43,981.50 "Juvenile Detention"
Requisition # 110075 for the total of $43,981.50 " New Administration Bldg."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1334-423-32-330-042-0-720
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 7-1301-415-00-120-007-0-720
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:**
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

7-1334-423-32-330-042-0-720 Available balance as of 05/17/07 $ 67,089.72
7-1301-415-00-120-007-0-720 Available balance as of 05/17/07 $ 355,051.10

Attachments

Link: Network Cabling Services
Link: Network Services Juvenile Detention
Link: Network Services New Adm. Bldg.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 01:05 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:21 PM	APRV

3	Erika Reyna	Erika Reyna	05/17/2007 03:07 PM APRV
4	Auditor's Office	Linda Fong	05/18/2007 10:38 AM APRV
5	Court Administrator	Monica Badillo	05/18/2007 11:32 AM APRV

Form Started By: Matilde Faz Started On: 05/16/2007 01:06 PM

Final Approval Date: 05/18/2007

DEVOLVE CORP
Network Cabling Services

May 4, 2007

Hidalgo County Purchasing Department
Attention: Mr. Moises Salazar, Buyer II

Re: Breezenet Wireless Solution for Juvenile Detention, New Administration and Adult Probation

Dr. Mr. Salazar,

As per our conversation, Devolve Corp. is an approved vendor under the TCPN Program (#R4504). As such, we will be able to utilize this contract for this particular installation. You can find the BreezeNet information on our website under the CISV section.

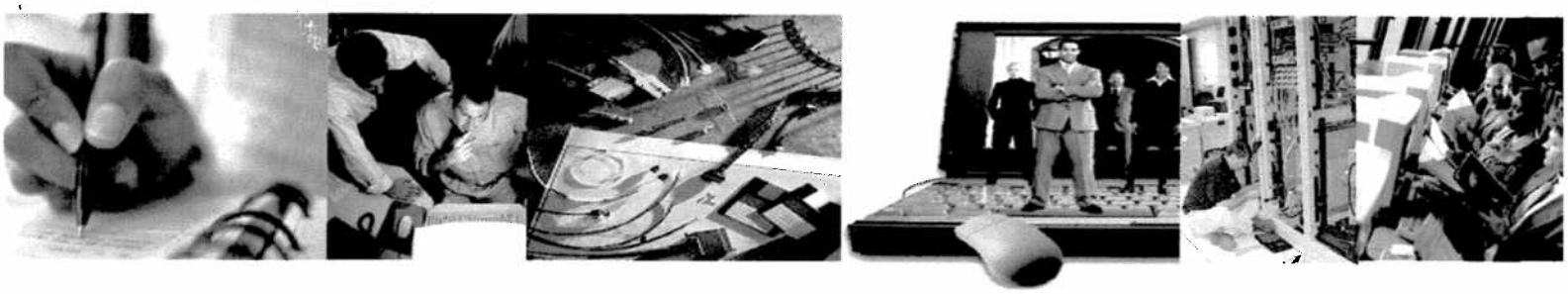
Please let me know if you need any additional information.

We look forward to working with you and appreciate this opportunity.

Kindest regards,

Linda Searcy

Linda Searcy
VP of Sales/Estimating
Office- 281-484-1777
Cell- 281-300-7187
lsearcy@devolvecorp.com



BreezeNet B Wireless Solution for Juvenile Detention

Edinburg, TX
Hidalgo County Texas

Date Issued: February 06, 2007

Prepared with:

DEVOLVE

12626 Fuqua St.
Houston, TX 77034

And

Information Systems Security Solutions, Inc. (IS3)
45150 Business Court, Suite 500
Sterling, VA 20166
Phone : 703-707-8400
Fax : 703-707-8441
E-mail : info@infos3.com

February 06, 2007

Hidalgo Wireless Install

Attention: Cruz Quintana

Submitted By
Devolve Corp. and IS3
Linda Searcy and John Cook

Restriction on Disclosure and Use of Data

IS3's Response, which follows, contains information and data that are privileged, confidential, and/or proprietary to IS3. This information and data are commercially sensitive and/or financial in nature, is not made available for public review, and is submitted to Devolve on a confidential basis only in response to a specific request. The Trade Secrets Act, as codified and any improper use, distribution, protects the information contained herein, among other things, or reproduction is specifically prohibited. No license or right of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between IS3 and the third party which desires access to the information. The information contained herein is submitted to Devolve for purposes of review and evaluation in connection with IS3's response to the specific request denoted herein. No other use of the information and data contained herein is permitted without the express written permission of IS3. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission of IS3.

February 06, 2007

Devolve Corp.
12626 Fuqua St.
Houston, TX 77034
281-484-1777

February 06, 2007

Cruz Quintana
Hidalgo County IT Department
Hildalgo County

Subject: Hidalgo County Wireless Install

Dear Cruz,

Devolve Corp. and Information Systems Security Solutions, Inc., (IS3), is pleased to offer Hidalgo County our qualifications and pricing for the Hidalgo wireless project located in Edinburg, TX. We recognize and understand what needs to be achieved in this endeavor and will strictly adhere to all criteria and specifications as designated in the provided documentation. We are delighted that you have considered us for this solicitation.

Devolve Corp. is and IS3 are both Small Disadvantaged Top Secret certified and upon your examination of the enclosed documents, you will understand why we are positioned as a premier communication cabling and wireless company. It begins with our single source responsibility; attention to detail and range of customer service programs designed to maintain on-going close working relationships with our clients.

We appreciate the opportunity to provide the services required for this installation and look forward to working with you on this project.

Questions regarding this correspondence can be directed to Mrs. Linda Searcy at 281.484.1777 or lsearcy@devolvecorp.com or Mr. John Cook at 703.707.8400 at cookj@infos3.com. Thank you for your time and consideration.

Sincerely,

Linda Searcy and John Cook

Small Disadvantage Business (SDB)
Woman Owned

IS3
Veteran Owned
Minority owned
Certified SBA 8(a)
Small Disadvantage Business (SDB)
DOT Disadvantage Business Enterprise (DBE)

Top Secret Facility Clearance

Processes/Methodologies Used:
- SEI CMM/CMMI
- ISO
- IEEE
- Federal (OMB, NIST)

Broad Range of Services:
- Network Engineering and Support
Infrastructure Design and Installation
- Help Desk Support
- Information Assurance
- Enterprise Architecture
- Data and Database Management

Corporate Clients Include:
- WHS
- DoD
- OSD
- Nextel
- CSC
- MWAA

"Finding tomorrow's solutions today!"

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DATA SHEET

Work Site:
Hidalgo County
Edinburg, TX

Devolve Corp Contacts:

Linda Searcy
Vice President of Sales & Estimating
Devolve Corp.
12626 Fuqua St.
Houston, TX 77034
Phone: 281.484.1777
Fax: 281.484.1776
lsearcy@devolvecorp.com

IS3 Contacts:

John Cook
Sales/Business Development
Information Systems Security Solutions
Sterling, VA 20166
Phone: 703-707-8400 x 213
Fax: 703-707-8441
cookj@infos3.com

Offeror:
Devolve Corp and Information Systems Security Solutions, Inc. (IS3)

Terms and Conditions:
We agree to furnish all items upon which prices are offered at the price set opposite each item.

The project will be considered accepted upon receipt of a valid Purchase Order.

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1.0 EXECUTIVE SUMMARY

1.1 PROJECT OVERVIEW

Devolve in partnership with ISD is providing pricing for the Hidalgo County wireless install in Edinburg, TX.

The approach to providing campus coverage for the required Hidalgo County coverage areas is to utilize two sets of Breezenet radios with point to point access between the Juvenile Detention and Hidalgo County court house.

The project will consist of a wireless Line of Sight (LoS) point-to-point link that will extend current network service to the Juvenile Detention Center remote campuses. The network will provide services for voice, video and data aggregated over a single link and a self supporting mast will be provided for the transceiver to be mounted in order to meet Line of Site of requirements. The Hidalgo County Courthouse will serve as the Main Campus backhaul point. The Trylon Super Titan Specific Solutions features include:

Traffic Prioritization (QoS) - 8 configurable individual priority queues (IEEE 802.11e) for voice, video and data traffic gives multimedia traffic capability with low latency and low jitter. Priority ques can be reused as SLAs for MAC or IP based Bandwidth management on wireless interfaces.

The above stipulations are based upon the Hidalgo County inside plant to be in compliance with a standard Cat5/5E cabling structure in place. The Breezenet outputs will provide standard RJ-45 type connectivity to the respective campuses Core/Distribution routers, which will be cascaded to the existing access switches on campus.

Keeping with the spirit of new technologies, it is the intention of Devolve to contract an organization that is capable of providing the services as described in the provided documentation. This proposal is based off of assumptions, guidelines, formats and procedures as designated in the following proposal. IS3 shall work with Devolve, and all parties concerned, in coordinating work schedules to complete this project to the specifications requested.

We will adhere to all technical specifications and cable criteria as set forth in this proposal. We propose two sets of Breezenet radios for the installation phase of this project.

The Statement of Work Section of this proposal shall breakdown and fully describes the wireless installation implementation phases of this project.

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1.2 CORPORATE OVERVIEW

Devolve Corp. is a small disadvantaged woman owned business with a Top Secret Facility clearance. IS3 is a veteran, minority-owned, certified SBA 8(a), Top Secret, Small Disadvantage Business (SDB), DOT Disadvantage Business Enterprise (DBE) and a Metropolitan Washington Airport Authority (MWAA) Certified Local Disadvantage Business Enterprise (LDBE) company. IS3 is a General Services Administration - IT Schedule 70 holder (GS-35F-0776P), and Top Secret Facility Clearance.

Devolve Corp. is headquartered in Houston, Texas. IS3 is headquartered in Sterling, Virginia. The companies combined strength of over 140 employees principally engaged in providing high quality services in the installation, removal, termination, testing, certification, troubleshooting and repair of voice, data and video cable and wireless equipment.

1.2.1 Information Transport Systems Division (ITS)

ITS Division Overview

Since Devolve Corp. has already provided services to the County an detailed outline of IS3 is listed below.

IS3's ITS services include consulting, design, installation and diagnostics of cable infrastructures for Commercial, State & Local and Federal Governments. IS3's Information Transport Systems (ITS) Division provides technical services based on the transport of information through Wired or Wireless means. ITS is comprised of the bottom four layers of the Open Systems Interconnect (OSI) model, which was developed by the International Standards Organization (ISO). The ITS Division is comprised of three groups: the Wired Solutions Group, the Wireless Solutions Group and the Network Services Group.

The **Wired Solutions Group** provides fiber optic and copper structured cabling solutions for facility voice, data and video applications. The Wired Solutions Group provides the following solutions to clients:

- Inside and Outside Plant Structured Cabling Systems
- Carrier Central Office / Data Center and Structured Cabling Systems

The **Wireless Solutions Group** provides wireless solutions for clients' voice and data wireless requirements that support Public Safety, Carrier / Cellular and WiFi / Data based systems. The Wireless Solutions Group provides the following solutions to clients:

- "In-Building" and perimeter Distributed Antenna Systems (DAS)
- Multi-Carrier Neutral Host based systems
- Wireless Data Systems (Point to Point, Point to Multi-point and Meshed)

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The **Network Services Group** supports the Wired and Wireless Solutions Groups and provides ITS engineering solutions to clients. Every IS3 project is supported by our on-staff Engineers including, but not limited to:

- BICSI RCDD (Cable Plant) Engineers
- Cisco & Microsoft Certified Engineers
- Radio Frequency Engineers
- Telecommunications Engineers
- Infrastructure Planners & Designers

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2.0 STATEMENT OF WORK

2.1 GENERAL INFORMATION

2.1.1 Site Survey

Devolve preformed a site survey on January 03, 2007 and surveyed the tower mounting location, the antenna mounting locations and the structured cabling pathways. The issues that were identified during survey will be the responsibilities of Devolve Corp. IS3 will provide project engineer oversight for the antenna installation and antenna testing phase.

2.1.2 Acceptance of Questions

IS3 provided the Hidalgo County POC with several questions over the past 4-5 weeks and the answers were provided to IS3 so we could complete our design.

2.1.3 Subcontractors

IS3 would like to reserve the right to utilize our subcontractors/teaming partners for the Hidalgo County wireless install if necessary.

2.1.4 Small Business

Devolve Corp. is a small disadvantaged woman owned business and a BICSI Prestige Corporate Member. IS3 is a small, veteran owned; 8(a) certified minority owned Top Secret business that is a BICSI Corporate Member.

2.1.5 Background Check

We understand the level 1 background check could be required for this installation and we will comply with the requirements. We require that all technicians/engineers used for this project be U.S. citizens and understands that at anytime they maybe required to pass an FBI background check.

2.1.6 Registered Communications Distribution Designer (RCDD)

Both companies have BISCI certified Registered Communications Distribution Designers on staff for this and all installations.

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2.1.7 Warranties

IS3 shall offer the in-building radio system with the standard one (1) year manufacturer's equipment warranty. As outlined by Breezenet:

Breezenet Limited Warranty, Disclaimer of Warranty, and End User License Agreement

Hardware - Breezenet warrants that commencing from the date of purchase from a Breezenet authorized distributor/reseller to Customer and continuing for a period of 12 months or 16 months from the date of manufacture (whichever is earlier), the Hardware will be free from defects in material and workmanship under normal use. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Breezenet and its suppliers under this limited warranty will be, at Breezenets's option, shipment of a replacement within the warranty period or a refund of the purchase price if the Hardware is returned to the authorized distributor/reseller supplying it to Customer, freight and insurance prepaid. This warranty does not cover accidents, misuse, and neglect.

2.1.8 Award Guidelines

IS3 shall abide by the provided guidelines set forth by Devolve and any addenda that is issued and considered part of the Hidalgo County install.

2.1.9 Insurance Certifications

Upon the acceptance of this proposal, both companies shall submit an Insurance Certificate with all liabilities and additionally insured entities required.

2.1.10 Permits

During the question and answer process the question was asked by IS3 if any special permits were required and we were informed that Hidalgo County owned the land where the tower installation would be taking place and the solution is in the 2.4 Ghz to 5.9 Ghz license free frequency band. If for some reason permits are required for this installation this will be an additional charge to the end user.

2.1.11 Installation Schedule

IS3 shall meet with representatives from Devolve and Hidalgo County to review the schedule that will be agreed upon by all parties before the installation begins.

2.1.12 Shop Drawings

There are no requirements for shop drawings at this time.

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2.2 BUILDING ENVIRONMENT – PRICING ASSUMPTIONS

We shall adhere to the following assumptions:

- All core holes, conduits, cable tray, racks, and poke through devices shall be installed by others during the radio installation phase.
- The Network Rooms shall have existing Hidalgo County switches for the radio installation.
- The building and property shall be made available to the cabling and wireless vendors during normal business hours, 5 days a week until project completion.
- The project is not considered a Top Secret install.
- The project does not fall under the Davis Bacon act.
- The project does not require a bond since the total dollar value is less than $250,000.
- The Customer shall provide a secure area for the storage of all cabling and wireless material.
- Man lifts are not included in the proposal installation pricing.
- This quote may be withdrawn if not accepted within 30 days.
- We shall strictly adhere and comply with work conditions as provided in this proposal.
- We shall keep a clean working environment by cleaning up all debris and trash generated by installation activities.
- If awarded, we will request a full set of architectural drawings from the Customer, or Project Manager to become familiar with all aspects of the project including the existing campus layout.
- The structured cabling required for this installation will be (2) category 5e cables running from the Breezenet radio demarcation point to the ancillary MDF/IDF closet housing the Hidalgo County network equipment (Core Router).
- Electrical power for the Tower outlets (in support of and Breezenet radios) to be provided by Hidalgo County as discussed and agreed upon during conference calls with the Hidalgo County local POC.
- There are no requirements for a fence to be placed around the free standing Trylon mast according to the Hidalgo County local POC.
- There are no permits required for this installation.
- All of the pricing assumptions listed above based on the question and answer conference calls and multiple e-mails between IS3, Devolve and Hidalgo County.

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2.3 TECHNICAL SPECIFICATIONS

2.3.1 General Description of Building, Tower and Wireless Build out Requirements

We have been asked to submit a proposal consisting of a point to point solution. For the purpose of this proposal IS3 shall provide Devolve with a Statement of Work for the Hidalgo County wireless install. If awarded, a Devolve representative shall be required to inform IS3 of any additional requirements added to the original pricing provided before the commencement of the project. The installation will consist of the following: install, label, configure and test two point to point Breezenet radios and associated equipment as specified in the product list. Additionally, the IS3 SNA/PM will ensure that all Point to Point links/circuits are working as planned as part of the final system operations check and will verify all point to point active links/ circuits are labeled.

The Breezenet is a radio wireless backhaul that is designed for Line of Site (LoS), Near Line of Sight (NrLoS), Point-to-Point (PtP) and Point to Multi-Point (PtMP) connectivity. Operating in the license free 5.1 to 5.8 GHz, the Breezenet is a scalable and reliable communication-grade solution that delivers a combination of range, capacity and security. BreezeNET B100 provides both 54Mbps and a 108Mbps turbo mode—making it the solution of choice with unmatched throughput for high-capacity, point-to-point wireless applications. Connects directly to the 10/100 Base-T Ethernet Remote Bridge LAN and links the remote Ethernet LAN to the central point via the Base Unit, servicing up to 1024 stations. The advanced Quality of Service (QoS) capabilities of Breezenet enable operators to optimize the performance and usage of the wireless link, and offer differentiated Service Level Agreements (SLAs) for each service:

- Real-time Applications
- Enhanced processing with up to 40,000 packets per second with only 64 byte packets
- Improved air efficiency with packet concatenation
- Packet prioritization for real time applications
- Low latency delays of 5-7ms
- Support for up to 1,000 toll quality (MOS 4.0) VoIP calls
- Reduces operating costs by using simplified inventory management with "unit type change" capability.
- Supports easier installation and configuration changes through automatic sub-band recognition and uniform transmit power parameters.

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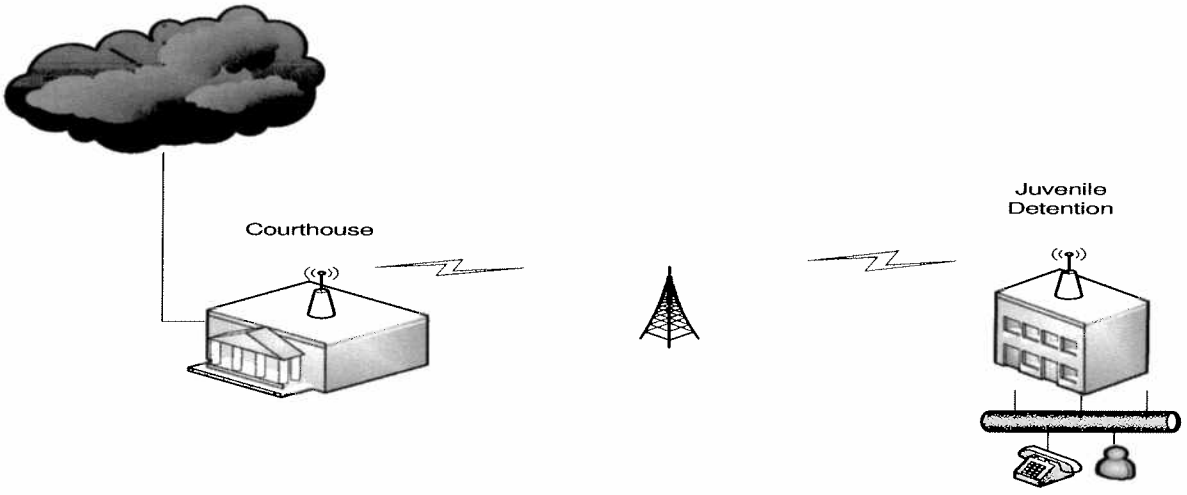
2.3.2 Horizontal Cabling

We will only be responsible for installing the category 5e cable on the 80 ft. mast.

2.3.3 Super Titan S400 Mast Tower

IS3 shall be responsible for installing the Super Titan 80ft. Mast.



The BreezeNET is a family of wireless point-to-point bridging solutions that operate in unlicensed bands and provide an efficient and highly secure solution for building-to-building connectivity and backhauling. It is an ideal alternative to expensive leased lines, providing a near-instant link for connecting remote local offices to headquarters, isolated buildings on campuses and industrial zones.

BreezeNet accomplishes maximum through-put by the use of Orthogonal Frequency-Division Multiplexing (OFDM) — essentially the same thing as Coded OFDM (COFDM) or discrete multitone modulation (DMT) — is a digital multi-carrier modulation scheme, which uses a large number of closely-spaced orthogonal sub-carriers. Each sub-carrier is modulated with a conventional modulation scheme (such as quadrature amplitude modulation) at a low symbol rate, maintaining data rates similar to conventional single-carrier modulation schemes in the same bandwidth.

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OFDM in its primary form is considered as a digital modulation technique, and not a multi-user channel access technique, since it is utilized for transferring one bit stream over one communication channel using one sequence of OFDM symbols. However, OFDM can be combined with multiple access using time, frequency or coding separation of the users.

In Orthogonal Frequency Division Multiple Access (OFDMA), frequency-division multiple access is achieved by assigning different OFDM sub-channels to different users. OFDMA supports differentiated quality-of-service by assigning different number of sub-carriers to different users in a similar fashion as in CDMA, and thus complex packet scheduling or media access control schemes can be avoided. OFDMA is used in the uplink of the IEEE 802.16 Wireless MAN standard, commonly referred to as WiMAX

In North America, more than 300,000 units deployed with over 2,000 operators spanning every segment including cellular carriers, ILEC/CLEC, ISP, public utility, government and law enforcement. Additionally, Alvarion Chairs, Boards, and holds management positions in the WiMAX Forum™, WCA, IEEE 802.16, ETSI BRAN-HiperMAN standards bodies and other technology forums.

Law Enforcement testimony –

"Before we installed the system, we brainstormed to imagine a high-speed wireless LAN, extending our wide-areanetwork to the patrol car computers. It would support officers in the field by eliminating the need for floppy disks and by providing a means for importing and exporting large data files. Installed in all our patrol cars and in police facilities throughout the region, the Alvarion system is doing exactly what we wanted it to."

- Sgt. Lloyd Muenzer,

San Diego Sheriff's Department,

Data Services Division

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3.0 STANDARDS AND CODES

3.1 STANDARDS AND CODES

Some of the Codes and Standards include, but are not limited to;

- National Electric Code (NEC)
- EIA / TIA Standards
- Standards and Guidelines for Communication Sites
- BICSI Standards
- OSHA Standards and Regulations
- BOCA
- Local Codes, Standards and Ordinances
- Client Standards

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4.0 STAFFING PLAN

4.1 MANAGEMENT APPROACH

The Team's Management Approach provides management services ranging from problem diagnosis through program implementation. The team will offer a full-service project-support organization that addresses the entire spectrum of project technologies using a "best practices" management plan that will enhance the Hidalgo County installation. A blend of technical and business management talent provides our staff the ability to develop an added value approach to satisfying the long-term goals and objectives of the County. The following sections describe the program organizational structure and management, technical and support personnel to deliver related services for the wireless installation.

4.2 STAFFING

Devolve Corp. and IS3 have assembled a team of highly trained professionals with extensive experience in effectively leading organizations, managing complex, multi-year programs and budgets, servicing customers in a technologically dynamic environment and integrating multiple contract partners into a cohesive team to best serve the County. The people we will dedicate to the Hidalgo County project include at a minimum:

- Program Manager: Dan Tatara
- Project Manager: Michael White
- Wireless Engineer: Frank Loulourgas

Because the Team believes that long-term performance is based on sound practices employed by professional, well-trained employees, we will provide continual employee training in all appropriate disciplines, including an understanding of the goals, quality awareness, process management, team dynamics and the use of statistical and problem-solving tools. We are firmly committed to keeping our employees skilled both technologically and in communication and personal interaction.

Certificates, Licenses

All project staff shall have a valid state driver's license, Technician Training (RF/WiFi) as well as manufacturers' equipment products certifications.

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4.3 KEY PROJECT PERSONNEL

4.3.1 Program Manager

Most importantly, the management approach allows for our Program Manager (PM), to provide the day-to-day leadership for the overall operation of the Hidalgo County installation. The PM will attend required conference calls initiated by Devolve as requested and will be the primary point of contact for Devolve and their designated representatives. The PM has complete authority to act on behalf of the IS3 Team, to make management decisions, and to commit the necessary resources to satisfy all requirements under the Hidalgo County installation. The PM, through the IS3 Vice President of Operations, will have access to all corporate resources to ensure contract compliance and escalate problem resolution. This management philosophy provides corporate oversight yet will give autonomy and authority to the PM to manage the day-to-day operations of the contract. It further ensures that the entire IS3 corporate staff is committed and available to support the Hidalgo County installation.

The PM will provide status reports during regularly scheduled conference calls with Devolve and will be available at all times to respond to the wireless installation project needs. The PM will provide overall program management, supervision, planning, and technical direction for all aspects of the wireless installation project including:

- Obtain all required permits from local jurisdiction (if required).
- Communicate & Coordinate with the Devolve POC and other team members in order to meet scheduled events and milestones.
- Communicate, Coordinate and cooperate with the local POC to be compliant with the Building Rules and Regulations as well as Construction Rules and Regulations.
- Maintain timelines for deployment.
- Serve as the main point of contact and liaison between Devolve and IS3.
- Provide the final "As-Built" document of the entire Telecommunications System as implemented.

With the vision and business acumen to lead a complex program such as the Hidalgo County installations build out, the PM will be actively engaged in the development of the wireless install schedule.

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5.0 WIRELESS REFERENCES

Company or Agency of Ref:	Metropolitan Washington Airports Authority
Description of Project:	Starting in June of 2004, IS3 was awarded a base plus 2, contract to operate and maintain MWAA's mission critical SRS(Supplemental Radiating System). This system is comprised of 60 coaxial and fiber fed bi-driectional amplifiers, in addition to 16,000 ft of coax and fiber, and 220 indoor antennas througout both Airport properties. IS3 is also responsible for any interfernece investiageations and their remediation as they pertain to this sytems performance. IS3 is also responsible for any system additions and extensions during the current construction effort at Dulles International Airport.
Date of Project:	Ongoing
Contract Number:	1-05-C040

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Company or Agency of Ref:	City of Alexandria, Virginia
Description of Project:	In Spring of 2005, IS3 conducted a site survey for the City of Alexandria consisting of 5 buildings that were to be evaluated for supplemental radio coverage. Based upon the survey data, a design and bill of materials were proposed that would provide the necessary signal level, complimenting Alexandria's 800 MHz wide area radio system. IS3 was contracted in July of that same year to install systems at the Alexandria Main Court House and the Alexandria County Jail. This effort included both the engineering and installation for BDA coaxial distritubtion sytems. There were 2800 feet of corregated cabling and 17 coverage antennas for both facilities.
Date of Project:	July of 2005
Contract #:	VA-04II07B-021

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Company or Agency of Ref:	Salisbury, Maryland
Description of Project:	In the Spring of 2005, IS3 was contracted to install 3 individual BDA antenna systems for the County. The locations inlcuded Mardela Middle School, Parkside High School, and the Wicomico County Courthosue and Government Office Building. These systems combinded used almost 5000 feet of corragated coaxial cabling, 6 BDA's and multimple antennas located throughtout the 3 facilities. IS3 acted on behlalf of Motorola as a subcontractor. All work was completed on time, was tested and accepeted by the customer. As built diagrams were included in the close out package.
Date of Project:	February 2005
Contract #:	STH041-MD-017

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6.0 PROPOSED TESTING PLAN

Testing will be performed to support Hidalgo County Client requirements as well as best practice Industry Standards (IEEE 802.11i standard to secure wireless data. In addition, wireless data will be encrypted with strong 128 bit AES that complies with FIPS 197 for US Federal Government applications).

Networking address scheme will be tested/verified to include (ie., 192.168.x.x).What is your subnet mask? (ie., 255.255.255.0)? What is your default gateway? (ie., 192.168.1.1).Static/Dynamic (DHCP) addressing. IP address for the Point A device (main Campus), IP addresses for Point B and Point C devices (Adult Remote, Juvenile Remote Campuses) the link is to be encrypted and will be tested for client usages and possible intrusion.

WAN testing will be performed and monitored with the BreezeNet furnished software suite and SLA's configured based upon the Hidalgo County Technical representatives requirement for bandwidth contention/control of voice and data services

LAN testing may also be performed to ensure the maximum available bandwidth is delivered to the desktop. This testing may be performed utilizing commercial, off-the shelf software suites such as LanMan, CiscoWorks, SolarWinds, or similar software.

Antenna height and diversity antenna height should be measured from the antenna's center-of-radiation, usually the midpoint of the antenna. Miscellaneous path losses are caused by ground reflections, atmospheric absorption, interference, rain/fog, billboards, vegetation, knife-edge diffraction, small farm animals, etc. Diversity antenna cable type is assumed the same as the main receiver's. Dispersive fade margin is provided by your radio's manufacturer, and is determined by the type of modulation, effectiveness of any equalization in the receive path, and the multipath signal's time delay. Dispersive fade margin characterizes the radio's robustness to dispersive (spectrum-distorting) fades. External interference fade margin is receiver threshold degradation due to interference from external systems. Adjacent channel interference fade margin accounts for receiver threshold degradation due to interference from adjacent channel transmitters in one's own system.

Example standard deviation of the terrain elevations: 6 meters - for smooth and over-water terrain, 15 meters - for average terrain with some roughness, 43 meters - for mountainous or very rough terrain. The K Factor accounts for refraction of radio waves close to the surface of the Earth. For antenna towers less than a couple of thousand feet above the surface, a K Factor of 4/3 is usually adequate for most line-of-sight calculations over average terrain. A K Factor of 1.0 is equal to the true Earth radius, a K Factor of Infinity is equal to a flat Earth.

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7.0 INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID ML INFOR-2 DATE (MM/DD/YY) 07/18/06

PRODUCER
Kerrton Insurance Agency, Inc.
3922 Pender Drive, Suite 120
Fairfax VA 22030
Phone: 703-352-0030 Fax: 703-591-3948

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 #
INSURER A: The Hartford
INSURER B:
INSURER C:
INSURER D:
INSURER E:

INSURED
Information Systems Security Solutions, Inc. (ISS)
45150 Business Court Suite 500
Sterling VA 20166

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	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Employee Benefits X Blnkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC	42SBABT5554	06/12/06	06/12/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 1,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Comp $500 X Coll $1000	42UECUG5378	10/27/05	10/27/06	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	42SBABT5554	06/12/06	06/12/07	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	42WECKL3182	06/12/06	06/12/07	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYER E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A		OTHER Property	42SBABT5554	06/12/06	06/12/07	BPP	$25,000
A		Employee Dishonest	42SBABT5554	06/12/06	06/12/07	Limit	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Verification of Coverage

CERTIFICATE HOLDER

VERIFIC
VERIFICATION OF COVERAGE

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

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8.0 PRICING SUMMERY

8.1 FINAL PRICING CLARIFICATIONS

ITEM	DESCRIPTION	PRICE
1	Program Manager, Project Manager and Engineer Oversight Cutover / Turn-Up, Testing Support	$3,854.75
2	Solution Proposal and Design Engineering	$11,358.50
3	Per Diem (Lodging, Food, Rental allowance)	$613.75
4	Airfare	$488.50
5	Miscellaneous Material	$2,012.50
6	Material	$15,303.50
7	Tower Installation (Foundation and Installation)	$10,350.00
	****Total Cost**	**$43,981.00**

ITEM	DESCRIPTION	PRICE
1	Juvenile Detention	$43,981.00
	****Total Cost**	**$43,981.00**

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9.0 SIGNATURES

The undersigned, acting as representative of the County along with a valid POdoes hereby agree and will abide by all terms, conditions, and specifications as defined in this Proposal and the Scope of Work and or any additional attachments herein.

_____ Date - _____

County
Authorized Signature

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10.0 APPENDIX "A"

Additional requested documents included with this proposal:

10.1 CLASS 'A' CONTRACTOR LICENSE

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
3600 West Broad Street, Richmond, VA 23230
Telephone: 1 (804) 367-8500

EXPIRES ON
12-31-2007

NUMBER
2705 080837A

BOARD FOR CONTRACTORS
CLASS A CONTRACTORS LICENSE

INFORMATION SYSTEMS SECURITY SOLUTIONS INCORPORATED

45150 BUSINESS COURT SUITE 500

STERLING VA 20166

CLASSIFICATIONS ESC

Louise F. Ware, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

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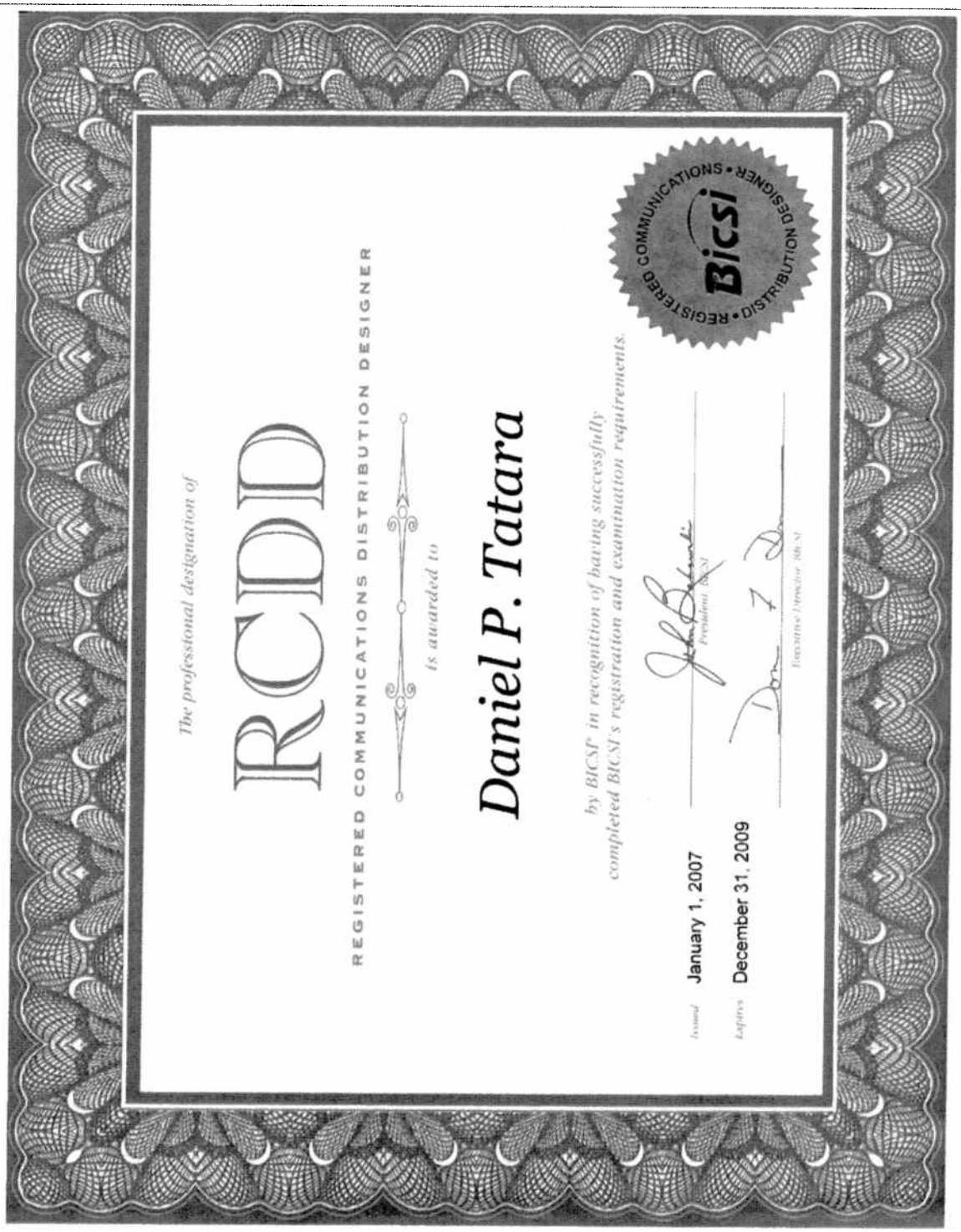
11.0 APPENDIX "B"

11.1 IS3 RCDD CERTIFICATION FOR DESIGN



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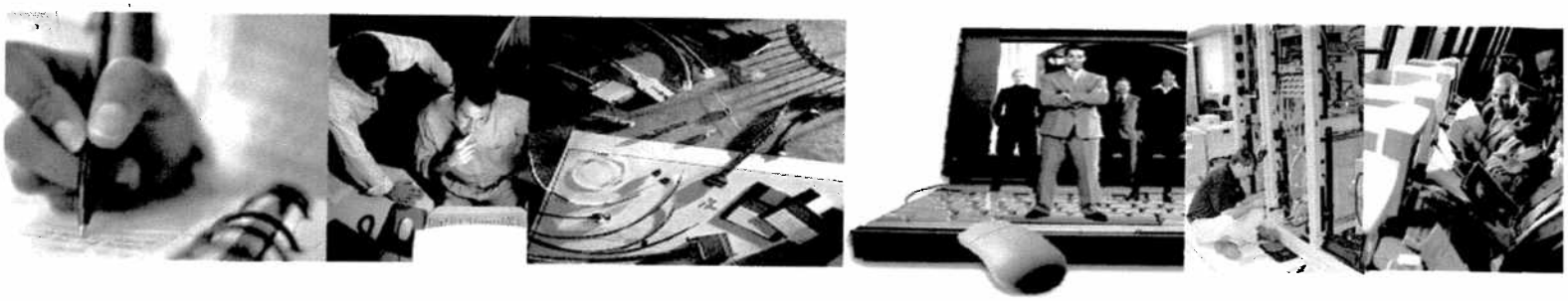

BreezeNet B Wireless Solution for New Administration

Edinburg, TX
Hidalgo County Texas

Date Issued: February 06, 2007

Prepared with:

DEVOLVE

12626 Fuqua St.
Houston, TX 77034

And

Information Systems Security Solutions, Inc. (IS3)
45150 Business Court, Suite 500
Sterling, VA 20166
Phone : 703-707-8400
Fax : 703-707-8441
E-mail : info@infos3.com

February 06, 2007

Hidalgo Wireless Install

Attention: Cruz Quintana

Submitted By
Devolve Corp. and IS3
Linda Searcy and John Cook

Restriction on Disclosure and Use of Data

IS3's Response, which follows, contains information and data that are privileged, confidential, and/or proprietary to IS3. This information and data are commercially sensitive and/or financial in nature, is not made available for public review, and is submitted to Devolve on a confidential basis only in response to a specific request. The Trade Secrets Act, as codified and any improper use, distribution, protects the information contained herein, among other things, or reproduction is specifically prohibited. No license or right of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between IS3 and the third party which desires access to the information. The information contained herein is submitted to Devolve for purposes of review and evaluation in connection with IS3's response to the specific request denoted herein. No other use of the information and data contained herein is permitted without the express written permission of IS3. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission of IS3.

February 06, 2007

Devolve Corp.
12626 Fuqua St.
Houston, TX 77034
281-484-1777

February 06, 2007

Cruz Quintana
Hidalgo County IT Department
Hildalgo County

Subject: Hidalgo County Wireless Install

Small Disadvantage Business (SDB)
Woman Owned

IS3
Veteran Owned
Minority-owned
Certified SBA 8(a)
Small Disadvantage Business (SDB)
DOT Disadvantage Business Enterprise (DBE)

Top Secret Facility Clearance

Processes/Methodologies Used:
- SEI CMM/CMMI
- ISO
- IEEE
- Federal (OMB, NIST)

Broad Range of Services:
- Network Engineering and Support
Infrastructure Design and Installation
- Help Desk Support
- Information Assurance
- Enterprise Architecture
- Data and Database Management

Corporate Clients Include:
- WHS
- DoD
- OSD
- Nextel
- CSC
- MWAA

"Finding tomorrow's solutions today!"

Dear Cruz,

Devolve Corp. and Information Systems Security Solutions, Inc., (IS3), is pleased to offer Hidalgo County our qualifications and pricing for the Hidalgo wireless project located in Edinburg, TX. We recognize and understand what needs to be achieved in this endeavor and will strictly adhere to all criteria and specifications as designated in the provided documentation. We are delighted that you have considered us for this solicitation.

Devolve Corp. is and IS3 are both Small Disadvantaged Top Secret certified and upon your examination of the enclosed documents, you will understand why we are positioned as a premier communication cabling and wireless company. It begins with our single source responsibility; attention to detail and range of customer service programs designed to maintain on-going close working relationships with our clients.

We appreciate the opportunity to provide the services required for this installation and look forward to working with you on this project.

Questions regarding this correspondence can be directed to Mrs. Linda Searcy at 281.484.1777 or lsearcy@devolvecorp.com or Mr. John Cook at 703.707.8400 at cookj@infos3.com. Thank you for your time and consideration.

Sincerely,

Linda Searcy and John Cook

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DATA SHEET

Work Site:
Hidalgo County
Edinburg, TX

Devolve Corp Contacts:

Linda Searcy
Vice President of Sales & Estimating
Devolve Corp.
12626 Fuqua St.
Houston, TX 77034
Phone: 281.484.1777
Fax: 281.484.1776
lsearcy@devolvecorp.com

IS3 Contacts:

John Cook
Sales/Business Development
Information Systems Security Solutions
Sterling, VA 20166
Phone: 703-707-8400 x 213
Fax: 703-707-8441
cookj@infos3.com

Offeror:
Devolve Corp and Information Systems Security Solutions, Inc. (IS3)

Terms and Conditions:
We agree to furnish all items upon which prices are offered at the price set opposite each item.

The project will be considered accepted upon receipt of a valid Purchase Order.

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1.0 EXECUTIVE SUMMARY

1.1 PROJECT OVERVIEW

Devolve in partnership with ISD is providing pricing for the Hidalgo County wireless install in Edinburg, TX.

The approach to providing campus coverage for the required Hidalgo County coverage areas is to utilize two sets of Breezenet radios with point to point access between the New Administration and Hidalgo County court house.

The project will consist of a wireless Line of Sight (LoS) point-to-point link that will extend current network service to the New Administration Center remote campuses. The network will provide services for voice, video and data aggregated over a single link and a self supporting mast will be provided for the transceiver to be mounted in order to meet Line of Site of requirements. The Hidalgo County Courthouse will serve as the Main Campus backhaul point. The Trylon Super Titan Specific Solutions features include:

Traffic Prioritization (QoS) - 8 configurable individual priority queues (IEEE 802.11e) for voice, video and data traffic gives multimedia traffic capability with low latency and low jitter. Priority ques can be reused as SLAs for MAC or IP based Bandwidth management on wireless interfaces.

The above stipulations are based upon the Hidalgo County inside plant to be in compliance with a standard Cat5/5E cabling structure in place. The Breezenet outputs will provide standard RJ-45 type connectivity to the respective campuses Core/Distribution routers, which will be cascaded to the existing access switches on campus.

Keeping with the spirit of new technologies, it is the intention of Devolve to contract an organization that is capable of providing the services as described in the provided documentation. This proposal is based off of assumptions, guidelines, formats and procedures as designated in the following proposal. IS3 shall work with Devolve, and all parties concerned, in coordinating work schedules to complete this project to the specifications requested.

We will adhere to all technical specifications and cable criteria as set forth in this proposal. We propose two sets of Breezenet radios for the installation phase of this project.

The Statement of Work Section of this proposal shall breakdown and fully describes the wireless installation implementation phases of this project.

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1.2 CORPORATE OVERVIEW

Devolve Corp. is a small disadvantaged woman owned business with a Top Secret Facility clearance. IS3 is a veteran, minority-owned, certified SBA 8(a), Top Secret, Small Disadvantage Business (SDB), DOT Disadvantage Business Enterprise (DBE) and a Metropolitan Washington Airport Authority (MWAA) Certified Local Disadvantage Business Enterprise (LDBE) company. IS3 is a General Services Administration - IT Schedule 70 holder (GS-35F-0776P), and Top Secret Facility Clearance.

Devolve Corp. is headquartered in Houston, Texas. IS3 is headquartered in Sterling, Virginia. The companies combined strength of over 140 employees principally engaged in providing high quality services in the installation, removal, termination, testing, certification, troubleshooting and repair of voice, data and video cable and wireless equipment.

1.2.1 Information Transport Systems Division (ITS)

ITS Division Overview

Since Devolve Corp. has already provided services to the County an detailed outline of IS3 is listed below.

IS3's ITS services include consulting, design, installation and diagnostics of cable infrastructures for Commercial, State & Local and Federal Governments. IS3's Information Transport Systems (ITS) Division provides technical services based on the transport of information through Wired or Wireless means. ITS is comprised of the bottom four layers of the Open Systems Interconnect (OSI) model, which was developed by the International Standards Organization (ISO). The ITS Division is comprised of three groups: the Wired Solutions Group, the Wireless Solutions Group and the Network Services Group.

The **Wired Solutions Group** provides fiber optic and copper structured cabling solutions for facility voice, data and video applications. The Wired Solutions Group provides the following solutions to clients:

- Inside and Outside Plant Structured Cabling Systems
- Carrier Central Office / Data Center and Structured Cabling Systems

The **Wireless Solutions Group** provides wireless solutions for clients' voice and data wireless requirements that support Public Safety, Carrier / Cellular and WiFi / Data based systems. The Wireless Solutions Group provides the following solutions to clients:

- "In-Building" and perimeter Distributed Antenna Systems (DAS)
- Multi-Carrier Neutral Host based systems
- Wireless Data Systems (Point to Point, Point to Multi-point and Meshed)

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The **Network Services Group** supports the Wired and Wireless Solutions Groups and provides ITS engineering solutions to clients. Every IS3 project is supported by our on-staff Engineers including, but not limited to:

- BICSI RCDD (Cable Plant) Engineers
- Cisco & Microsoft Certified Engineers
- Radio Frequency Engineers
- Telecommunications Engineers
- Infrastructure Planners & Designers

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2.0 STATEMENT OF WORK

2.1 GENERAL INFORMATION

2.1.1 Site Survey

Devolve preformed a site survey on January 03, 2007 and surveyed the tower mounting location, the antenna mounting locations and the structured cabling pathways. The issues that were identified during survey will be the responsibilities of Devolve Corp. IS3 will provide project engineer oversight for the antenna installation and antenna testing phase.

2.1.2 Acceptance of Questions

IS3 provided the Hidalgo County POC with several questions over the past 4-5 weeks and the answers were provided to IS3 so we could complete our design.

2.1.3 Subcontractors

IS3 would like to reserve the right to utilize our subcontractors/teaming partners for the Hidalgo County wireless install if necessary.

2.1.4 Small Business

Devolve Corp. is a small disadvantaged woman owned business and a BICSI Prestige Corporate Member. IS3 is a small, veteran owned; 8(a) certified minority owned Top Secret business that is a BICSI Corporate Member.

2.1.5 Background Check

We understand the level 1 background check could be required for this installation and we will comply with the requirements. We require that all technicians/engineers used for this project be U.S. citizens and understands that at anytime they maybe required to pass an FBI background check.

2.1.6 Registered Communications Distribution Designer (RCDD)

Both companies have BISCI certified Registered Communications Distribution Designers on staff for this and all installations.

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2.1.7 Warranties

IS3 shall offer the in-building radio system with the standard one (1) year manufacturer's equipment warranty. As outlined by Breezenet:

Breezenet Limited Warranty, Disclaimer of Warranty, and End User License Agreement

Hardware - Breezenet warrants that commencing from the date of purchase from a Breezenet authorized distributor/reseller to Customer and continuing for a period of 12 months or 16 months from the date of manufacture (whichever is earlier), the Hardware will be free from defects in material and workmanship under normal use. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Breezenet and its suppliers under this limited warranty will be, at Breezenets's option, shipment of a replacement within the warranty period or a refund of the purchase price if the Hardware is returned to the authorized distributor/reseller supplying it to Customer, freight and insurance prepaid. This warranty does not cover accidents, misuse, and neglect.

2.1.8 Award Guidelines

IS3 shall abide by the provided guidelines set forth by Devolve and any addenda that is issued and considered part of the Hidalgo County install.

2.1.9 Insurance Certifications

Upon the acceptance of this proposal, both companies shall submit an Insurance Certificate with all liabilities and additionally insured entities required.

2.1.10 Permits

During the question and answer process the question was asked by IS3 if any special permits were required and we were informed that Hidalgo County owned the land where the tower installation would be taking place and the solution is in the 2.4 Ghz to 5.9 Ghz license free frequency band. If for some reason permits are required for this installation this will be an additional charge to the end user.

2.1.11 Installation Schedule

IS3 shall meet with representatives from Devolve and Hidalgo County to review the schedule that will be agreed upon by all parties before the installation begins.

2.1.12 Shop Drawings

There are no requirements for shop drawings at this time.

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2.2 BUILDING ENVIRONMENT – PRICING ASSUMPTIONS

We shall adhere to the following assumptions:

- All core holes, conduits, cable tray, racks, and poke through devices shall be installed by others during the radio installation phase.
- The Network Rooms shall have existing Hidalgo County switches for the radio installation.
- The building and property shall be made available to the cabling and wireless vendors during normal business hours, 5 days a week until project completion.
- The project is not considered a Top Secret install.
- The project does not fall under the Davis Bacon act.
- The project does not require a bond since the total dollar value is less than $250,000.
- The Customer shall provide a secure area for the storage of all cabling and wireless material.
- Man lifts are not included in the proposal installation pricing.
- This quote may be withdrawn if not accepted within 30 days.
- We shall strictly adhere and comply with work conditions as provided in this proposal.
- We shall keep a clean working environment by cleaning up all debris and trash generated by installation activities.
- If awarded, we will request a full set of architectural drawings from the Customer, or Project Manager to become familiar with all aspects of the project including the existing campus layout.
- The structured cabling required for this installation will be (2) category 5e cables running from the Breezenet radio demarcation point to the ancillary MDF/IDF closet housing the Hidalgo County network equipment (Core Router).
- Electrical power for the Tower outlets (in support of and Breezenet radios) to be provided by Hidalgo County as discussed and agreed upon during conference calls with the Hidalgo County local POC.
- There are no requirements for a fence to be placed around the free standing Trylon mast according to the Hidalgo County local POC.
- There are no permits required for this installation.
- All of the pricing assumptions listed above based on the question and answer conference calls and multiple e-mails between IS3, Devolve and Hidalgo County.

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2.3 TECHNICAL SPECIFICATIONS

2.3.1 General Description of Building, Tower and Wireless Build out Requirements

We have been asked to submit a proposal consisting of a point to point solution. For the purpose of this proposal IS3 shall provide Devolve with a Statement of Work for the Hidalgo County wireless install. If awarded, a Devolve representative shall be required to inform IS3 of any additional requirements added to the original pricing provided before the commencement of the project. The installation will consist of the following: install, label, configure and test two point to point Breezenet radios and associated equipment as specified in the product list. Additionally, the IS3 SNA/PM will ensure that all Point to Point links/circuits are working as planned as part of the final system operations check and will verify all point to point active links/ circuits are labeled.

The Breezenet is a radio wireless backhaul that is designed for Line of Site (LoS), Near Line of Sight (NrLoS), Point-to-Point (PtP) and Point to Multi-Point (PtMP) connectivity. Operating in the license free 5.1 to 5.8 GHz, the Breezenet is a scalable and reliable communication-grade solution that delivers a combination of range, capacity and security. BreezeNET B100 provides both 54Mbps and a 108Mbps turbo mode—making it the solution of choice with unmatched throughput for high-capacity, point-to-point wireless applications. Connects directly to the 10/100 Base-T Ethernet Remote Bridge LAN and links the remote Ethernet LAN to the central point via the Base Unit, servicing up to 1024 stations. The advanced Quality of Service (QoS) capabilities of Breezenet enable operators to optimize the performance and usage of the wireless link, and offer differentiated Service Level Agreements (SLAs) for each service:

- Real-time Applications
- Enhanced processing with up to 40,000 packets per second with only 64 byte packets
- Improved air efficiency with packet concatenation
- Packet prioritization for real time applications
- Low latency delays of 5-7ms
- Support for up to 1,000 toll quality (MOS 4.0) VoIP calls
- Reduces operating costs by using simplified inventory management with "unit type change" capability.
- Supports easier installation and configuration changes through automatic sub-band recognition and uniform transmit power parameters.

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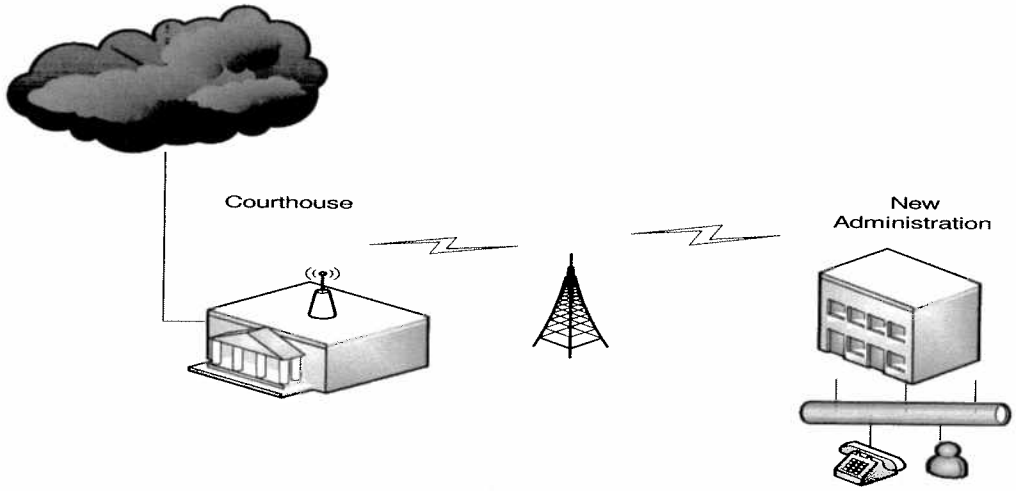
2.3.2 Horizontal Cabling

We will only be responsible for installing the category 5e cable on the 80 ft. mast.

2.3.3 Super Titan S400 Mast Tower

IS3 shall be responsible for installing the Super Titan 80ft. Mast.



The BreezeNET is a family of wireless point-to-point bridging solutions that operate in unlicensed bands and provide an efficient and highly secure solution for building-to-building connectivity and backhauling. It is an ideal alternative to expensive leased lines, providing a near-instant link for connecting remote local offices to headquarters, isolated buildings on campuses and industrial zones.

BreezeNet accomplishes maximum through-put by the use of Orthogonal Frequency-Division Multiplexing (OFDM) — essentially the same thing as Coded OFDM (COFDM) or discrete multitone modulation (DMT) — is a digital multi-carrier modulation scheme, which uses a large number of closely-spaced orthogonal sub-carriers. Each sub-carrier is modulated with a conventional modulation scheme (such as quadrature amplitude modulation) at a low symbol rate, maintaining data rates similar to conventional single-carrier modulation schemes in the same bandwidth.

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OFDM in its primary form is considered as a digital modulation technique, and not a multi-user channel access technique, since it is utilized for transferring one bit stream over one communication channel using one sequence of OFDM symbols. However, OFDM can be combined with multiple access using time, frequency or coding separation of the users.

In Orthogonal Frequency Division Multiple Access (OFDMA), frequency-division multiple access is achieved by assigning different OFDM sub-channels to different users. OFDMA supports differentiated quality-of-service by assigning different number of sub-carriers to different users in a similar fashion as in CDMA, and thus complex packet scheduling or media access control schemes can be avoided. OFDMA is used in the uplink of the IEEE 802.16 Wireless MAN standard, commonly referred to as WiMAX

In North America, more than 300,000 units deployed with over 2,000 operators spanning every segment including cellular carriers, ILEC/CLEC, ISP, public utility, government and law enforcement. Additionally, Alvarion Chairs, Boards, and holds management positions in the WiMAX Forum™, WCA, IEEE 802.16, ETSI BRAN-HiperMAN standards bodies and other technology forums.

Law Enforcement testimony –

"Before we installed the system, we brainstormed to imagine a high-speed wireless LAN, extending our wide-areanetwork to the patrol car computers. It would support officers in the field by eliminating the need for floppy disks and by providing a means for importing and exporting large data files. Installed in all our patrol cars and in police facilities throughout the region, the Alvarion system is doing exactly what we wanted it to."

- Sgt. Lloyd Muenzer,

San Diego Sheriff's Department,

Data Services Division

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3.0 STANDARDS AND CODES

3.1 STANDARDS AND CODES

Some of the Codes and Standards include, but are not limited to;

- National Electric Code (NEC)
- EIA / TIA Standards
- Standards and Guidelines for Communication Sites
- BICSI Standards
- OSHA Standards and Regulations
- BOCA
- Local Codes, Standards and Ordinances
- Client Standards

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4.0 STAFFING PLAN

4.1 MANAGEMENT APPROACH

The Team's Management Approach provides management services ranging from problem diagnosis through program implementation. The team will offer a full-service project-support organization that addresses the entire spectrum of project technologies using a "best practices" management plan that will enhance the Hidalgo County installation. A blend of technical and business management talent provides our staff the ability to develop an added value approach to satisfying the long-term goals and objectives of the County. The following sections describe the program organizational structure and management, technical and support personnel to deliver related services for the wireless installation.

4.2 STAFFING

Devolve Corp. and IS3 have assembled a team of highly trained professionals with extensive experience in effectively leading organizations, managing complex, multi-year programs and budgets, servicing customers in a technologically dynamic environment and integrating multiple contract partners into a cohesive team to best serve the County. The people we will dedicate to the Hidalgo County project include at a minimum:

- Program Manager: Dan Tatara
- Project Manager: Michael White
- Wireless Engineer: Frank Loulourgas

Because the Team believes that long-term performance is based on sound practices employed by professional, well-trained employees, we will provide continual employee training in all appropriate disciplines, including an understanding of the goals, quality awareness, process management, team dynamics and the use of statistical and problem-solving tools. We are firmly committed to keeping our employees skilled both technologically and in communication and personal interaction.

Certificates, Licenses

All project staff shall have a valid state driver's license, Technician Training (RF/WiFi) as well as manufacturers' equipment products certifications.

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4.3 KEY PROJECT PERSONNEL

4.3.1 Program Manager

Most importantly, the management approach allows for our Program Manager (PM), to provide the day-to-day leadership for the overall operation of the Hidalgo County installation. The PM will attend required conference calls initiated by Devolve as requested and will be the primary point of contact for Devolve and their designated representatives. The PM has complete authority to act on behalf of the IS3 Team, to make management decisions, and to commit the necessary resources to satisfy all requirements under the Hidalgo County installation. The PM, through the IS3 Vice President of Operations, will have access to all corporate resources to ensure contract compliance and escalate problem resolution. This management philosophy provides corporate oversight yet will give autonomy and authority to the PM to manage the day-to-day operations of the contract. It further ensures that the entire IS3 corporate staff is committed and available to support the Hidalgo County installation.

The PM will provide status reports during regularly scheduled conference calls with Devolve and will be available at all times to respond to the wireless installation project needs. The PM will provide overall program management, supervision, planning, and technical direction for all aspects of the wireless installation project including:

- Obtain all required permits from local jurisdiction (if required).
- Communicate & Coordinate with the Devolve POC and other team members in order to meet scheduled events and milestones.
- Communicate, Coordinate and cooperate with the local POC to be compliant with the Building Rules and Regulations as well as Construction Rules and Regulations.
- Maintain timelines for deployment.
- Serve as the main point of contact and liaison between Devolve and IS3.
- Provide the final "As-Built" document of the entire Telecommunications System as implemented.

With the vision and business acumen to lead a complex program such as the Hidalgo County installations build out, the PM will be actively engaged in the development of the wireless install schedule.

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5.0 WIRELESS REFERENCES

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

Company or Agency of Ref: Metropolitan Washington Airports Authority

Description of Project: Starting in June of 2004, IS3 was awarded a base plus 2, contract to operate and maintain MWAA's mission critical SRS(Supplemental Radiating System). This system is comprised of 60 coaxial and fiber fed bi-driectional amplifiers, in addition to 16,000 ft of coax and fiber, and 220 indoor antennas througout both Airport properties. IS3 is also responsible for any interfernece investiageations and their remediation as they pertain to this sytems performance. IS3 is also responsible for any system additions and extensions during the current construction effort at Dulles International Airport.

Date of Project: Ongoing

Contract Number: 1-05-C040

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Company or Agency of Ref:	City of Alexandria, Virginia
Description of Project:	In Spring of 2005, IS3 conducted a site survey for the City of Alexandria consisting of 5 buildings that were to be evaluated for supplemental radio coverage. Based upon the survey data, a design and bill of materials were proposed that would provide the necessary signal level, complimenting Alexandria's 800 MHz wide area radio system. IS3 was contracted in July of that same year to install systems at the Alexandria Main Court House and the Alexandria County Jail. This effort included both the engineering and installation for BDA coaxial distritubtion sytems. There were 2800 feet of corregated cabling and 17 coverage antennas for both facilities.
Date of Project:	July of 2005
Contract #:	VA-04II07B-021

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Company or Agency of Ref:	Salisbury, Maryland
Description of Project:	In the Spring of 2005, IS3 was contracted to install 3 individual BDA antenna systems for the County. The locations inlcuded Mardela Middle School, Parkside High School, and the Wicomico County Courthosue and Government Office Building. These systems combinded used almost 5000 feet of corragated coaxial cabling, 6 BDA's and multimple antennas located throughtout the 3 facilities. IS3 acted on behlalf of Motorola as a subcontractor. All work was completed on time, was tested and accepeted by the customer. As built diagrams were included in the close out package.
Date of Project:	February 2005
Contract #:	STH041-MD-017

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6.0 PROPOSED TESTING PLAN

Testing will be performed to support Hidalgo County Client requirements as well as best practice Industry Standards (IEEE 802.11i standard to secure wireless data. In addition, wireless data will be encrypted with strong 128 bit AES that complies with FIPS 197 for US Federal Government applications).

Networking address scheme will be tested/verified to include (ie., 192.168.x.x).What is your subnet mask? (ie., 255.255.255.0)? What is your default gateway? (ie., 192.168.1.1).Static/Dynamic (DHCP) addressing. IP address for the Point A device (main Campus), IP addresses for Point B and Point C devices (Adult Remote, Juvenile Remote Campuses) the link is to be encrypted and will be tested for client usages and possible intrusion.

WAN testing will be performed and monitored with the BreezeNet furnished software suite and SLA's configured based upon the Hidalgo County Technical representatives requirement for bandwidth contention/control of voice and data services

LAN testing may also be performed to ensure the maximum available bandwidth is delivered to the desktop. This testing may be performed utilizing commercial, off-the shelf software suites such as LanMan, CiscoWorks, SolarWinds, or similar software.

Antenna height and diversity antenna height should be measured from the antenna's center-of-radiation, usually the midpoint of the antenna. Miscellaneous path losses are caused by ground reflections, atmospheric absorption, interference, rain/fog, billboards, vegetation, knife-edge diffraction, small farm animals, etc. Diversity antenna cable type is assumed the same as the main receiver's. Dispersive fade margin is provided by your radio's manufacturer, and is determined by the type of modulation, effectiveness of any equalization in the receive path, and the multipath signal's time delay. Dispersive fade margin characterizes the radio's robustness to dispersive (spectrum-distorting) fades. External interference fade margin is receiver threshold degradation due to interference from external systems. Adjacent channel interference fade margin accounts for receiver threshold degradation due to interference from adjacent channel transmitters in one's own system.

Example standard deviation of the terrain elevations: 6 meters - for smooth and over-water terrain, 15 meters - for average terrain with some roughness, 43 meters - for mountainous or very rough terrain. The K Factor accounts for refraction of radio waves close to the surface of the Earth. For antenna towers less than a couple of thousand feet above the surface, a K Factor of 4/3 is usually adequate for most line-of-sight calculations over average terrain. A K Factor of 1.0 is equal to the true Earth radius, a K Factor of Infinity is equal to a flat Earth.

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7.0 INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE OP ID: ML INFOR-2 DATE (MM/DD/YY) 07/18/06

PRODUCER
Kerxton Insurance Agency, Inc.
3922 Pender Drive, Suite 120
Fairfax VA 22030
Phone: 703-352-0030 Fax: 703-591-3948

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
Information Systems Security Solutions, Inc. (IS3)
45150 Business Court Suite 500
Sterling VA 20166

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford	
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	SUBR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Employee Benefits X Blnkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	42SBABT5554	06/12/06	06/12/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 1,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Comp $500 X Coll $1000	42UECUG5378	10/27/05	10/27/06	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	42SBABT5554	06/12/06	06/12/07	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	42WECKL3182	06/12/06	06/12/07	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A A		OTHER Property Employee Dishonest	42SBABT5554 42SBABT5554	06/12/06 06/12/06	06/12/07 06/12/07	BPP Limit	$25,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Verification of Coverage

CERTIFICATE HOLDER

VERIFIC

VERIFICATION OF COVERAGE

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

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8.0 PRICING SUMMERY

8.1 FINAL PRICING CLARIFICATIONS

ITEM	DESCRIPTION	PRICE
1	Program Manager, Project Manager and Engineer Oversight Cutover / Turn-Up, Testing Support	$3,854.75
2	Solution Proposal and Design Engineering	$11,358.50
3	Per Diem (Lodging, Food, Rental allowance)	$613.75
4	Airfare	$488.50
5	Miscellaneous Material	$2,012.50
6	Material	$15,303.50
7	Tower Installation (Foundation and Installation)	$10,350.00
	****Total Cost**	**$43,981.00**

ITEM	DESCRIPTION	PRICE
1	New Administration	$43,981.00
	****Total Cost**	**$43,981.00**

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9.0 SIGNATURES

The undersigned, acting as representative of the County along with a valid POdoes hereby agree and will abide by all terms, conditions, and specifications as defined in this Proposal and the Scope of Work and or any additional attachments herein.

_____ Date - _____

County
Authorized Signature

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10.0 APPENDIX "A"

Additional requested documents included with this proposal:

10.1 CLASS 'A' CONTRACTOR LICENSE

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
3600 West Broad Street, Richmond, VA 23230
Telephone: 1 (804) 367-8500

EXPIRES ON
12-31-2007

NUMBER
2705 080837A

BOARD FOR CONTRACTORS
CLASS A CONTRACTORS LICENSE

INFORMATION SYSTEMS SECURITY SOLUTIONS INCORPORATED

45150 BUSINESS COURT SUITE 500

STERLING VA 20166

CLASSIFICATIONS ESC

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA

Louise F. Ware, Director

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

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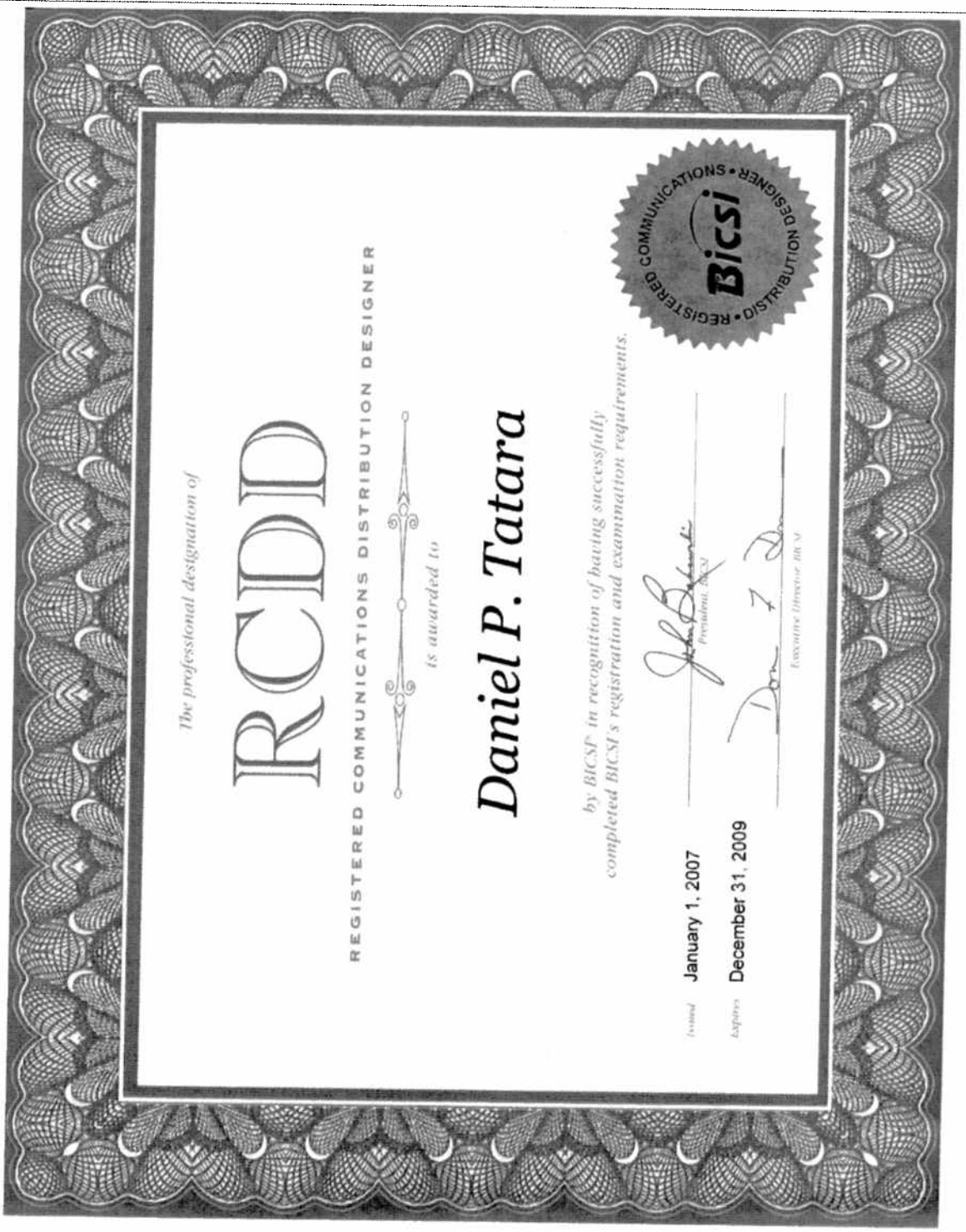
11.0 APPENDIX "B"

11.1 IS3 RCDD CERTIFICATION FOR DESIGN



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AI-3856 **15.G.1.**

Acceptance and award of proposal to Air Plus H/C and All-Temp H/C for Repairs, Replacement and/or Retrofit Central HVAC Systems

CC REGULAR

Date: 05/22/2007
Submitted By: Juan Tapia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Community Service Agency

Information

CAPTION

Requesting acceptance and approval of proposal to award contract (subject to legal review) to the most qualified proposals received meeting all specifications as attached hereto for:
"Repairs, Replacement and/or Retofit Central Heating and/or Cooling Systems" (7-026)

BACKGROUND

Memorandum from CSA Director
DRAFT - Service / Contract Document

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds available through: Texas Department of Housing and Community Affairs

Attachments

Link: Acceptance and award of proposals for Repairs, Replacement Central Units

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/15/2007 04:28 PM	APRV
2	Budget & Management	Dina Trevino	05/15/2007 05:35 PM	APRV
3	Auditor's Office	Linda Fong	05/18/2007 10:38 AM	APRV
4	Court Administrator	Monica Badillo	05/18/2007 11:31 AM	APRV

Form Started By: Juan Tapia Started On: 05/14/2007 04:05 PM
Final Approval Date: 05/18/2007

AI-3856

Acceptance and award of proposal to Air Plus H/C and All-Temp H/C for Repairs, Replacement and/or Retrofit Central HVAC Systems

CC REGULAR

Date: 05/22/2007
Submitted By: Juan Tapia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Community Service Agency

Information

CAPTION

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"Repairs, Replacement and/or Retofit Central Heating and/or Cooling Systems" (7-026)

BACKGROUND

Memorandum from CSA Director
DRAFT - Service / Contract Document

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds available through: Texas Department of Housing and Community Affairs

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Juan Tapia Started On: 05/14/2007 04:05 PM

COUNTY OF HIDALGO
Community Service Agency

Adm: (956) 383-6250 *2524 N. Closner / P.O. Box 204* *Edinburg, TX 78540*
Fax: (956) 380-4324

May 8, 2007

Ms. Marty L. Salazar
Hidalgo County Purchasing Agent
Purchasing Department
County of Hidalgo
100 E. Cano, 4th floor,
Adm. Bldg.
Edinburg, Tx 78539

REF: Request for Proposal #07-026-02-07-jmt

Dear Ms. Salazar:

Please be advised that the County of Hidalgo Community Service Agency's CHCSA has finalized the negotiation process and is prepared to accept Air Plus Heating and Cooling, Inc.'s and All-Temp Heating & Cooling proposals with the negotiated prices (attached) and enter into a one (1) year contract.

The results are as follows:

1). Air Plus Heating and Cooling, Inc.'s scored a total of ninety-nine (99) points of the available one hundred (100) points deeming them the primary vendor.

2). All-Temp Heating & Cooling scored a total of ninety-eight (98) points of the available one hundred (100) points deeming them the secondary vendor.

Should you have any questions, please contact me at (956) 383-6250 ext 12.

Respectfully,

Maribel Navarro-Saenz
Executive Director

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-

THIS CONTRACT is made and entered into this___day of____ , **2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. ("Company") a Texas corporation.

WHEREAS, Company responded to advertised notices for proposals for **"...airs, Replacement and/or Retrofit of Central Heating and/or Cooling Systems"** (the "Services")for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" ...ely and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the **County of Hidalgo Community Service Agency** of Hidalgo County, Texas, This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on___, 2007____ and end on_____, 200____

draft

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "E" attached hereto payable against written invoice submitted by Company.

6. Company shall ensure that no funds under this Company are used either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee any citizen information in the hands of the employee or official not considered under law to be confidential information. Action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. None of the funds provided under this contract may be used directly or indirectly to hire employees or in any manner any fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers' Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

draft

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in [illegible] and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the [illegible] program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud or abuse. Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other [illegible] deficiencies.

15. Company shall not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. Company shall indemnify and hold harmless County, its elected officials, employees and agents from and against all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

draft

18. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

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

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

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation

draft

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: TDHCA, from time to time during the period of performance under this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

draft

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

1. Meet schedules;
2. Pay any required fees or taxes; or
3. Otherwise perform in accordance with the specifications.

34. All contracts and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company..

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36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal funding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The Company is subject to applicable regulations governing patents and invention, including government wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

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41. TDHCA, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

WITNESS our hands in duplicate originals this ____ day of_____

By: _____
Juan De Dios Salinas III, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY

_____

Printed Name:_____
Title:_____

Approved by Commissioners' Court_____

APPROVED AS TO FORM
Atlas & Hall

By:_____

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AI-3857 **15.G.2.**

Lease Office Space CSA in the City of Edinburg

CC REGULAR

Date: 05/22/2007
Submitted By: Juan Tapia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Community Service Agency

Information

CAPTION

Requesting authority to advertise and approval of specifications attached hereto for: "Lease Office Space CSA in the City of Edinburg" RFB (7-011)

BACKGROUND

Approval Memorandum from CSA Program Director
Specifications
DRAFT- Lease / Contract Document

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds available through: Texas Department of Housing and Community Affairs

Attachments

Link: Lease Office space

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/15/2007 04:30 PM	APRV
2	Budget & Management	Dina Trevino	05/15/2007 05:36 PM	APRV
3	Dale Kennan	Dale Kennan	05/16/2007 08:00 AM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 10:39 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 11:31 AM	APRV

Form Started By: Juan Tapia Started On: 05/14/2007 04:20 PM
Final Approval Date: 05/18/2007

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Marivel Navarro-Saenz, CSA Program Director

From: Juan M. Tapia, Purchasing Dept.

Date: April 02, 2007

Re: RFB Nos. 07-011 Approval of Specifications

Facsimile transmission
380-4324

Please review the following **SPECIFICATIONS** for the above mentioned RFB projects and indicate on blanks all your requirements for: **"Lease Office Space CSA in the City of Edinburg,"** by marking approve signing below, make any necessary additions and modifications to the enclosed specifications. And fax them back to the designated buyer. **Current contract expires: June 30, 2007.** Should you have any questions or required additional information, please do not hesitate to contact us.

APPROVE (✓) **DISAPPROVE** ( )

CSA MM 5/10/07 Date

Enclosures

cc: File

EXHIBIT "A"

THE COUNTY OF HIDALGO - COMMUNITY SERVICE AGENCY
"Lease Office Space CSA in the City of Edinburg"
BID No. 07-011-06-13-jmt
Bid Opening Date: Wednesday June 13, at 9:30 a.m.

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

SCOPE OF PROJECT:

Building should be in good working condition. Said office space shall have the designated rooms or areas for conducting the following functions: reception area, conference room, lounge area and two (2) storage rooms, said office space Must be located at the following: **Parameter: Within the City of Edinburg, TX.**

SPECIFICATIONS:

1. Must provide a min. of 14,000 square feet to a max. of 17,000 square feet of available tile floor space to perform CSA services. Building be well insulated with an ERA rating of minimum of eleven (11).

2. The building will meet all ADA accessability requirements and shall be fully handicap accessible from all parking facilities. Lessor must provide documented proof that the building is asbestos free.

3. Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.

4. 30 parking spaces should be made available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building.

5. Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pick up.

6. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.

7. Building shall be safe from rodents & insects prior to occupancy by the CSA Program staff. Also be responsible and at Lessor's expense for pest control and floor maintenance throughout term of this contract.

8. The complete space will be inspected by CSA Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

EXHIBIT "A"

BID No. 07-011-06-13-jmt Cont.

REQUIREMENTS:

1. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**

2. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, (ADA) and 90 days from the date of awarding bid or the award will become void/null. Lessor must provide legal description of the property.

3. If a New building comes available, Hidalgo County will consider as main option for this project.

4. The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by lessor and at lessor's cost.

TERMS & CONDITIONS:

1. Term of contract shall be for a period of three (3) years under Option I. Option II shall include the County's option to renew contract for one (1) additional year under the same terms and conditions as the initial three years period. Lease will have a sixty (60) day cancellation clause.

2. Bidder must charge by the square foot for the rental space.

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract

4. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action.

Any contract awarded to a successful bidder will be in effect until: (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-07-000-00-00

THIS LEASE is made and entered into by and between_____, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

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ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period of five(5) years commencing on_____ ("Commencement Date") and ending on_____("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Termination

1.2. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor during the term hereof, a monthly rental equal to the product of **$____ per square foot times _____ square feet.** In the sum of _____. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the first day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the

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1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at_____ , **Texas**_____ or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in a manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

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Lessor's duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs with sixty (60) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a

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reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay

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the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee

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prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (3) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease ter, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

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ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days

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after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, lessee may elect that:

Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

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Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

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Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

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Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.12

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the_____ day of _____, 2007

LESSOR: _____

By:_____

LESSEE:

By:_____
Juan De Dios Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

draft

AI-3934 **15.H.1.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 05/22/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** CAP

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of an “Interlocal Cooperation Agreement between the City of Alamo and County of Hidalgo” in connection with the Border Colonia Program Project.

BACKGROUND

All of the funds will be coming from both the grant and urban county monies.
Pct 2 will be funding this project through monies transferred from the rancho escondido project (AI#3948).

Fiscal Impact

Attachments

Link: 3934

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 01:56 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:34 PM	APRV
3	Rey Salazar	Rey Salazar	05/18/2007 10:25 AM	APRV
4	Sergio Cruz	Sergio Cruz	05/18/2007 11:48 AM	APRV
5	Auditor's Office	Linda Fong	05/18/2007 01:45 PM	APRV
6	Mike Escaname		05/18/2007 05:34 PM	NEW

Form Started By: Laura Moya Started On: 05/16/2007 04:27 PM
Final Approval Date: 05/18/2007

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF ALAMO TEXAS AND COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2007, by and between the **CITY OF ALAMO, TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that necessary improvements be done to expand and improve certain roads providing access to various colonias within the City and the County;

WHEREAS, the County is eligible to receive Border Colonia Access Program Funding for eligible roadway improvements to colonias;

WHEREAS, the Border Colonia Access Program allows for improvement of roads within the corporate limits of City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, the Road qualifies for inclusion in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Colonia Access Program have designated Country Living Circle within the Country Living Estates I Subdivision (the "Road") located within City's city limits for improvements including reconstruction and repaving of the Road (the "Work");

WHEREAS, County has determined that the County will benefit from improvements to the Road;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform

governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the City's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

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

1. The parties agree to make improvements to the Road as further described in this Agreement.

2. County agrees to perform the Work within the city limits up to an amount not to exceed Two Hundred Sixty Five Thousand One Hundred Ten Dollars and 71/100th Dollars ($265,110.71). The monies allocated by the County for the Work shall be grant monies including but not limited to, Border Colonia Access Program monies and Urban County monies.

3. City shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Road improvements and that lie within the City's corporate limits.

4. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Road, and will use their best efforts to complete the Work within one hundred and eighty (180) days of the execution of this Agreement.

5. The City agrees to provide manpower for the Work as requested by the County based on need.

6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts 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 representation 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 City and County, 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 City:	City of Alamo Attention: Attention: Mayor Rudy Villarreal 420 North Tower Road Alamo, Texas 78516
If to County:	County of Hidalgo Attention: Juan D Salinas III, County Judge P.O. Box 758 Edinburg TX 78540-0758
With Copy to:	Commissioner, Precinct Number 2 Hector "Tito" Palacios 301 East State San Juan, TX 78577 Colonia Access Program Director Attention: Agapito Vargas 301 East State Pharr, TX 78577

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 of 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 singular shall include the plural whenever and so often as may be appropriate.

16. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

17. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

19. **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 herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

CITY OF ALAMO

_____
Rudy Villarreal, Mayor

ATTEST:

_____
Margot Saenz, City Secretary

COUNTY OF HIDALGO

_____
Juan D Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

_____
By: Stephen Crain

AI-3840 **15.I.1.**

standing item

CC REGULAR

Date: 05/22/2007
Submitted By: Neilda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS –
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/15/2007 03:04 PM	APRV
2	Budget & Management	Dina Trevino	05/15/2007 04:15 PM	APRV
3	Auditor's Office	Linda Fong	05/18/2007 08:52 AM	APRV
4	Court Administrator	Monica Badillo	05/18/2007 09:15 AM	APRV

Form Started By: Neilda Cavazos Started On: 05/11/2007 10:15 AM
Final Approval Date: 05/18/2007

AI-3937 **15.I.2.**

CLAIMS

CC REGULAR

Date:	05/22/2007
Submitted By:	Priscilla Torres, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Purchasing only:	Co. Wide

Information

CAPTION

Presentation by for discussion, consideration, acceptance and approval of claims/invoices with authority for auditor to issue payment for the items detailed in "Exhibit A" as attached hereto.

A. Pct. #1 for Coronado Wrecker Storage in the amount of $65.00 for invoice #11031 for towing of a vehicle that was involved in an accident. Request for purchase order was overlooked since invoice was never received. 2006 Invoice.

B. 332nd District Court for Cole Information Services in the amount of $268.95 for invoice #0467450-IN for a directory that was automatically shipped out. Request for purchase order was overlooked in error.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-432-00-121-001-0-346

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

BUDGETARY IMPACT:

Available balance is $200.00 as of 5/17/07.

FISCAL YEAR: **ACCT. #:** 7-1100-412-00-006-001-0-640

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

BUDGETARY IMPACT:

Available balance is $1,000.00 as of 5/17/07.

Attachments

Link: PCT. #1 CLAIM

Link: 332nd - Claim

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 11:26 AM	APRV
2	Dale Kennan	Dale Kennan	05/17/2007 11:51 AM	APRV
3	Purchasing Department	Marty Salazar	05/17/2007 02:20 PM	APRV
4	Auditor's Office	Janie Lozano	05/17/2007 06:23 PM	APRV
5	Janie Lozano	Janie Lozano	05/18/2007 11:35 AM	APRV

6	Linda Fong	Linda Fong	05/18/2007 01:31 PM APRV
7	Court Administrator	Monica Badillo	05/18/2007 04:36 PM APRV

Form Started By: Priscilla Torres Started On: 05/16/2007 04:32 PM

Final Approval Date: 05/18/2007

Memorandum

To: **PRISCILLA**

From: **ROBERT**

Date: **5/16/2007**

Re: **CORONADO WRECKER**

Cc:

Please place invoice for Coronado Wrecker on CC for payment. Service was done in August 24, 2006 after a county vehicle was involved in a accident Coronado Wrecker serivce was called in an emergency bases to tow unit. Invoice was never received by our office. Please advise if payment can be issued.

7-1100-432-00-121-001-0-346

vm

ATTENTION: NOE
973-7804

CORONADO WRECKER STORAGE INV#11031

USED PARTS SERVICE

[X] DONNA VSF# 51482
5814 NORTH FM 493
DONNA, TX 78537

[ ] WESLACO VSF#0568856
LOT 17 LOS OLIVAREZ ACRE UN 1
FM 1015 AND MILE 15 1/2 NORTH
WESLACO, TX 78596

[ ] ALAMO VSF#0576642
112 SOUTH 9TH STREET
ALAMO, TX 78516

461-2556
464-7703

[X] UNIT#01 LIC#T50-54 [ ] UNIT#02 LIC#T50-54C [ ] UNIT#03 LIC#T45-04C [ ] UNIT#04 LIC#T45-24C [ ] UNIT#05 LIC#T45-25C

DRIVER: Fernando TOWING[ ] STORAGE[ ] KEY YES[ ] NO[ ]

BILL TO: County Hidalgo CASH[ ] CHECK[ ]
Pct 1 ID[ ] LIC#
1902 Joe Stephens Ave DOB
PHONE:( ) Donna, Texas EXP

DATE OF 1ST LETTER / / DATE OF 2ND LETTER / /
1st LETTER(owner)# 2nd LETTER(owner)#
1st LETTER(lien holder)# 2nd LETTER(lien holder)# Hidalgo County
REQUESTED BY: 222-2355

CALL TM : am[ ] pm[ ] ARRIVE TM : am[ ] pm[ ] FINNISH TM : am[ ] pm[ ]
YEAR 02 MAKE Ford MODEL Ranger COLOR WH
VIN# 1FTYR10W02PA59 LIC# 197-484 STATE: TX
FROM: 1925 at Ellsworth 320 TO: Sunrise Mini
CITY FROM: Elsa CITY TO: Mercedes
REQUESTED BY: Hidalgo County Pct 1 RELEASED BY: Manny
DATE IN: 8/3/06 DATE RELEASED: 8/3/06

NO 136

STORAGE X	
WRECKER FEE[ ], FLATBED[ ] DOLLY[ ]	65-00
HOURS PER MAN X	
WORKING/WAITING TM	
WINCH OUT [ ] ROLL OVER[ ]	
LINCKECH	
MILEAGE PER MILE	
EXTRA MEN LABOR	
NOTIFICATION	
INPOUND FEE	
DELIVER TO	
SUB TOTAL	
STORAGE TAX ---	
TOTAL AMOUNT	65 00

TIMES RELEASED:

X

COMMENTS:
P.O. Pending
Hidalgo County Pct 1
1902 Joe Stephens Ave
Weslaco TX 78596

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM LEGALLY AUTHORIZED AND ENTITLED TO TAKE POSSESSION OF THE VEHICLE DESCRIVE ABOVE AND ALL PERSONAL PROPERTY THEREIN. AND I HAVE BEEN ADVISED THAT MY VEHICLE MAY BE DAMAGED IF WINCHED OR TOWED. I RECOGNIZE THE DIFFICULTY AND I AGREE NOT TO HOLD THE WRECKER SERVICE RESPONSIBLE FOR SUCH DAMAGE SHOULD IT RESULT.

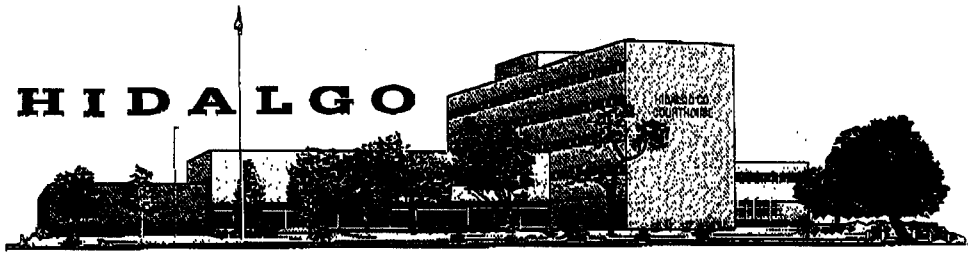
X Rick Medrano Jr 8/4/06 6:00 AM[ ] PM[X]
SIGNATURE OF CAR OWNER OR AGENT DATE RELEASED TIME RELEASED

THANK YOU,
CORONADO WRECKING SERVICE
/USED PARTS

975-5651
Cell.

COMPLAINTS MAY BE DIRECTED TO:
TEXAS DEPARTMENT OF TRANSPORTATION MCD-CH
125 EAST 11TH STREET AUSTIN, TEXAS 78701
1-800-299-1700

COUNTY of HIDALGO



TOOTSIE BARRERA
COURT COORDINATOR

DAMIAN CARRANZA
ASST. COURT COORDINATOR

MARIO E. RAMIREZ, JR.
JUDGE
332ND JUDICIAL DISTRICT OF
THE STATE OF TEXAS

NOE "NACHO" GARZA
BAILIFF - INTERPRETER

REGINA VASQUEZ
OFFICIAL COURT REPORTER

MEMO

TO: Marty Salazar-Purchasing Agent
C/O: Priscilla Torres
Hidalgo County Purchasing Department

FROM: Judge Mario E. Ramirez
332nd District Court

DATE: May 14, 2007

SUJECT: Cole Information Services
Inv. #0467450-IN; $268.95
Acct# 7-1100-412-00-006-001-0-640

Please let this memo serve as a request to place this invoice from Cole Information Services on the Commissioners' Court Agenda to be paid as a claim. Invoice #0467450-IN was not issued a P.O. for the purchase of the Rio Grande Valley Cole Directory due to an error on my part. Enclosed is a copy of the bill with the account number from which to be paid out of.

If you have any questions regarding this matter please do not hesitate to call Ramiro Garcia at 318-2275 x 6452. Thank You.

$1000.00 Avail.

COLE INFORMATION SERVICES

Cole Information Services
901 West Bond Street
Lincoln, NE 68521-3694

800.438.6083 Phone

www.coleinformation.com

May 2, 2007

HIDALGO CTY 332ND DISTRICT COU
100 N CLOSNER ST 2ND FL
EDINBURG, TX 78539

Customer Account # 40-0027397

Dear Valued Cole Customer,

Payment for your Cole product is past due.

This notification is being sent as a reminder that you have a past due balance with us that needs to be resolved. If you have questions regarding Cole payment procedures or the amount you need to pay, please call 888-800-8393. We look forward to completing this Cole purchase for you as soon as possible.

If above-referenced amount has been paid please disregard this letter.

We appreciate your purchase – and look forward to your continued business success!

Sincerely,

Cole Information Services
Accounts Receivable Department
888-800-8393 ex 3566

TERMS: PLEASE NOTE OUR TERMS ARE NET 30 DAYS FROM DATE OF INVOICE.
Any discrepancies must be addressed within 15 days. Any returns must be sent within 30 days.
All sales are subject to industry standard Terms and Conditions.

Thank you for your business!

Cole Information Services
901 West Bond Street
Lincoln, NE 68521-3694

800.436.8093 Phone

www.coleinformation.com

April 6, 2007

HIDALGO CTY 332ND DISTRICT COU
100 N CLOSNER ST 2ND FL
EDINBURG, TX 78539

Customer Account # 40-0027397

Dear Valued Cole Customer,

Thank you for choosing Cole Information Services as your business partner!

We are pleased to provide Cole products for your business.

Your Cole purchase provides you reliable information resources, organized in an easy-to-use-format. We are confident that you will discover the value Cole can bring to your business.

Payment for your Cole product is now due. If you have questions on usage or billing procedures, please call 800-283-2855. Our customer service experts will be ready to help you!

We appreciate your purchase – and look forward to your continued business success!

Sincerely,

Cole Information Services
800-283-2855

TERMS: PLEASE NOTE OUR TERMS ARE NET 30 DAYS FROM DATE OF INVOICE.
Any discrepancies must be addressed within 15 days. Any returns must be sent within 30 days.
All sales are subject to industry standard Terms and Conditions.

Thank you for your business!

COLE INFORMATION SERVICES

INVOICE

Federal ID# 14-1897080

www.coleinformation.com

901 WEST BOND
LINCOLN, NE 68521
(800)283-2855

INVOICE DATE: 02/27/2007

INVOICE NUMBER: 0467450-IN

CUSTOMER NO: 40-0027397

SOLD TO:	SHIP TO:
ACCOUNTS PAYABLE HIDALGO CTY 332ND DISTRICT COU 100 N CLOSNER ST 2ND FL EDINBURG, TX 78539	HIDALGO CTY 332ND DISTRIC COUR 100 N CLOSNER ST 2ND FL EDINBURG, TX 78539

Please remit payment to: Cole Information Services, Dept #4800, P.O. Box 87618 Chicago, IL 60680-0618

SALESPERSON:RENW CUSTOMER NO:40-0027397 INVOICE NUMBER:0467450-IN

CUSTOMER P.O.	SHIP VIA	JOB #	TERMS
	FEDX-GROUND		NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
TX-RIO-BKDCO RIO GRANDE VALLEY COLE DIR		1.000	1.000 WHSE: LIN	0.000	259.000	259.00

LEASE-This invoice reflects the annual lease pmt
for the use of info contained in the above product
RENEWAL

Credit Card # _____ Exp date: _____

Signature _____

Please print name as shown on card _____

Cole Information Services, 901 West Bond, Lincoln, NE 68521 (800)283-2855

Net Invoice:	259.00
Less Discount:	0.00
Shipping & Handling:	9.95
Sales Tax:	0.00
Invoice Total:	**268.95**

TERMS: PLEASE NOTE OUR TERMS ARE NET 30 DAYS FROM DATE OF INVOICE.
Any discrepancies must be addressed within 15 days. Any returns must be sent within 30 days.
All sales are subject to industry standard Terms and Conditions.
Thank you for your business!

COLE INFORMATION SERVICES

PRODUCT ORDER

COLE INFORMATION SERVICES

WAREHOUSE: LIN Lincoln Warehouse 1-800 283-2855

ORDER NUMBER: 0411725
CUSTOMER NO: 40-0027397
SHIP TO CODE: 01

ORDER DATE: 2/22/2007
SALESPERSON: RENW

SOLD TO:
HIDALGO CTY 332ND DISTRICT COU
100 N CLOSNER ST 2ND FL
EDINBURG, TX 78539

(956) 318-2275
(956) 318-2698

SHIP TO:

RAMIRO GARCIA
HIDALGO CTY 332ND DISTRIC COUR
100 N CLOSNER ST 2ND FL
EDINBURG, TX 78539

CONFIRM TO: ACCOUNTS PAYABLE

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
	FEDX-GROUND		NET 30 DAYS

LOCATION	ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDERED
	TX-RIO-BKDCO RIO GRANDE VALLEY COLE DIR	EACH	1.000	_____	_____

LEASE-This invoice reflects the annual lease pmt
for the use of info contained in the above product

RENEWAL

AI-3931 **15.I.3.**

Request approval to surplus and auction numerous equipment and vehicles. (County & Seized)

CC REGULAR

Date: 05/22/2007
Submitted By: Lisa Vela, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Requesting approval to surplus numerous pieces of equipment and vehicles (county and seized) as requested by Hidalgo County Departments for the purpose of disposition through auction and as set forth under Texas Local Government Code, Section 263.152.(a) (1) as detailed on Exhibit "A" and attached hereto.

BACKGROUND

Fiscal Impact

Attachments

Link: Exhibit A

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 11:10 AM	APRV
2	Dale Kennan	Dale Kennan	05/17/2007 01:36 PM	APRV
3	Purchasing Department	Marty Salazar	05/17/2007 01:38 PM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 10:41 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Lisa Vela Started On: 05/16/2007 03:56 PM
Final Approval Date: 05/18/2007

TAG	YEAR	DISCRIPTION	SERIAL / VIN
20283	0	30 yard ROLL OFF BIN	93374
35165	0	PTO PUMP	NONE
37754	0	WOOD SHREDDER	1474-818929
22494	1979	INT'L PATCH TRUCK	AA17ZJHB3173
21244	1980	TRACTOR TRAILER BOX	404
30111	1980	FORD TRUCK	N71HVHB1049
30297	1985	INGRAM ROLLER	557893-P142
19152	1987	FRUEHAUF	TRAILER
25095	1987	FORD TRUCK	A49331
23930	1991	HYSTER ROLLER	B208C-1710M
SEIZED	1991	SEMI TRAILER	1S12E8487MD328727
SEIZED	1991	GMC	2GDEG25K1M4515794
SEIZED	1992	LINCOLN TOWN CAR	1LNLM81W3NY671296
SEIZED	1993	REEFER TRAILER	1UYVS2486PU962402
NO TAG	1994	FLAT BED TRAILER	MAN MADE
SEIZED	1994	GREAT DANE TRAILER	1GRAA9623RW041530
SEIZED	1995	UTILITY TRAILER	1UYVS2483SM713032
SEIZED	1996	UTILITY TRAILER	1UYVS248XTU593120
SEIZED	1998	CHEVROLET	3GCEC26K3WG153400
SEIZED	1999	VOLVO TRACTOR	4VG7DERF8XN55201
SEIZED	1999	KENWORTH TRACTOR	1XKWDB9X3XR828998
SEIZED	1999	CHEVROLET	1GNEK13R2XJ368725
36230	2002	16' TOP HAT TRAILER	28906
SEIZED	MEX	NISSAN PICKUP	4MSGD21-008132

Tag no.	Description	Model
760	SHELF	WOODEN
2330	MONITOR	AMPTRON
10067	CALCULATOR	SHARP
10532	DESK	SECRETARIAL
13613	CHAIR	OFFICE
13618	CHAIR	OFFICE
14389	DESK	WOODEN
15145	COMPEZ	SHARP
15153	DESK	WOODEN
16541	TYPEWRITER	CANON MP120
18291	CHAIR	SECRETARIAL
19024	CPU	IBM
20417	TABLE	BROKEN
20577	TYPEWRITER	IBM
20659	TYPEWRITER	SHARP
21795	DESK	METAL
24228	PRINTER	OKIDATA
24302	CALCULATOR	SHARP
24730	CPU	MONITOR W/ KEYBOARD
25031	FRESON RECONDITIONER	RECLAIMER
26229	CHAIR	OFFICE
26447	LATHEM CLOCK	CHRON II
27098	TV	SONY 32
27398	DESK	METAL
27862	MICROPRINTER	CANON 900
28246	TELEPHONE	SAMSUNG
28247	TELEPHONE	SAMSUNG
28248	TELEPHONE	SAMSUNG
28249	TELEPHONE	SAMSUNG
28250	TELEPHONE	SAMSUNG
28251	TYPEWRITER	SAMSUNG
28252	TELEPHONE	SAMSUNG
28253	TYPEWRITER	SAMSUNG
28434	PRINTER	OKIDATA
28437	PRINTER	HP
28438	CPU	MONITOR W/ KEYBOARD
28439	CPU	AMDA
28646	CPU	IBM
28797	CHAIR	OFFICE
28798	CHAIR	EXECUTIVE
28800	CHAIR	BURGUNDY
28937	PRINTER	HP LASER JET
29485	CHAIR	OFFICE
30051	CPU	CANON MP120
30055	DESK	W/LEFT RETURN
30098	1877 OIL FILTER	CRUSHER
30131	TYPEWRITER	IBM

30240	CHAIR	OFFICE	
30382	PC	DELL	
30383	PRINTER	HP LASER JET	
30532	LAPTOP LATITUDE	DELL	
30533	LAPTOP LATITUDE	DELL	
30541	CHAIR	OFFICE	
30608	TONE COMMANDER	SAMSUNG	
30855	PHONE	LUCENT	
30867	FAX MACHINE	CANON MP120	
30920	DESK	SECRETARIAL	
30922	DESK	SECRETARIAL	
31127	FAX MACHINE	BROTHER	
31205	PRINTER	HP	
31762	TYPEWRITER	IBM	
32139	CHAIR	EXECUTIVE	
32431	TELEPHONE	NORSTAR	
33058	SHREDDER	GBC MASTER	
33272	CPU	DELL PENT.2	
33336	CPU	TOWER W/MONITOR	
33462	PRINTER	HP	
33511	LAPTOP LATITUDE	DELL/PPL with access.	
33512	LAPTOP LATITUDE	DELL/PPL with access.	
33521	CPU		
33694	COPIER	STAR	
33706	CPU		
33707	CPU		
33708	CPU		
33709	CPU		
33712	CPU	NONE	
33713	PC	NONE	
33779	CPU		
33833	CHAIR	OFFICE	
33859	CPU		
33913	TELEPHONE	MERIDIAN	
33914	TELEPHONE	NORSTAR	
34110	CPU		
34240	TYPEWRITER	IBM	
34256	CPU		
34257	CPU		
34353	LAWNMOWER	ALLIS AGCO	
34794	CARDSCAN		500
34833	PC	W/ACCESS	
34952	CPU	TOWER W/MONITOR	
35133	CPU	NONE	
35221	TELEPHONE	NORSTAR	
35349	CHAIR	MAROON	
35478	CPU	INTEL	
35479	CPU	INTEL	
35480	CPU	52X MAX	
35481	CPU	52X MAX	

35483	CPU	52X MAX
35485	CPU	52X MAX
35486	CPU	52X MAX
35488	CPU	52X MAX
35819	PC	
36331	PC	NONE
36631	TELEPHONE	MERIDIAN
36706	CPU	OPTIPLEX
36710	CPU	OPTIPLEX
36725	CPU	OPTIPLEX
36738	MONITOR	AMPTRON
36738	HARD DRIVE	PENTIUM
36739	CPU	MONITOR W/ KEYBOARD
36739	CPU	PENTIUM
36790	PRINTER	HP
36796	PRINTER	CANON
37337	TYPEWRITER	IBM
37349	MONITOR	DELL
37574	CPU	MANDA
37710	COMPUTER	POWER PACK
37711	LAPTOP	COMPUTER
37712	CPU	AMPTRON
37715	CPU	AMPTRON
37716	CPU	AMPTRON
37820	POWER	PLANT
37881	AIR COMPRESSOR	NO NAME
40957	PC	W/ACCESS
42214	CPU	XPOWER
42253	CPU	MCP CLIENTRO
42750	SCANNER	KODAK
44536	PRINTER	HP
44554	CPU	DELL
45828	HARD DRIVE	CREATIVE
45835	CPU	DELL
45837	CPU	DELL
46468	PC	OPTIPLEX
46478	PC	CLT787
AA001376	COPIER	XEROX
ME000178	CPU	PENTIUM
ME000179	CPU	PENTIUM
ME000180	HARD DRIVE	PENTIUM
ME000181	HARD DRIVE	PENTIUM
ME000182	CPU	PENTIUM
ME000301	CPU	PENTIUM
ME000311	CPU	50 MAX
ME000312	HARD DRIVE	50 MAX
ME000313	CPU	50 MAX
NT70023	PHONES (7)	NORTEL
NT70030	PRINTER	HP 840C
NT70031	PHONES (10)	NORTEL

NT70041	PHONES (10)	NORTEL
NT70069	DESK	OLD
NT70070	CHAIR	HI BACK
NT70071	SHREDDER	NONE
NT70072	KEYBOARD	DELL
NT70073	KEYBOARD	DELL
NT70074	KEYBOARD	DELL
NT70075	KEYBOARD	DELL
NT70076	PRINTER	HP SCANJET
NT70077	ADAPTER	DELL
NT70078	ADAPTER	DELL
NT70079	ADAPTER	DELL
NT70080	ADAPTER	DELL
NT70081	MONITOR	15"
NT70083	PRINTER	HP SCANJET
NT70084	PRINTER	HP SCANJET
NT70085	PRINTER	HP SCANJET
NT70086	LAPTOP LATITUDE	DELL/PPL with access.
NT70087	LAPTOP LATITUDE	DELL/PPL with access.
NT70088	LAPTOP LATITUDE	DELL/PPL with access.
NT70088	PRINTER	HP 6122
NT70089	WAIT CHAIR	BLACK
NT70090	DESK	PATICAL BOARD
NT70091	SUITCASE	BLACK
NT70092	PC	NONE
NT70093	DESK	WOODEN
NT70094	SCHOOL DESK	OLD
NT70095	CHAIR	BROKEN
NT70096	CHAIR	BROKEN
NT70097	CHAIR	BROKEN
NT70098	CHAIR	OLD
NT70099	CHAIR	BLUE
NT70100	CREDENZA	WOODEN
NT70101	MONITOR	NONE
NT70102	FILE CABINET	2 DRAWER
NT70103	CHAIR	RED
NT70104	HOLE PUNCHER	ELECTRIC
NT70105	CHAIR	GRAY
NT70114	MONITOR	SCEPTRA
NT70115	MONITOR	KDS
NT70116	MONITOR	AMPTRON
NT70117	MONITOR	ENVISION
NT70118	MONITOR	RELISSY
NT70119	MONITOR	ENVISION
NT70120	MONITOR	AMPTRON
NT70121	MONITOR	RELISSY
NT70122	MONITOR	RELISSY
NT70123	MONITOR	RELISSY
NT70124	MONITOR	RELISSY
NT70125	MONITOR	AMPTRON

NT70126	MONITOR	AMPTRON
NT70127	MONITOR	RELISSY
NT70128	MONITOR	ENVISION
NT70129	MONITOR	VOXON
NT70130	MONITOR	AMPTRON
NT70131	MONITOR	AMPTRON
NT70132	MONITOR	AMPTRON
NT70133	MONITOR	AMPTRON
NT70143	STEEL HANGING	FOLDER HOLDER
NT70144	FAX MACHINE	HP 920
NT70145	ADDING MACHINE	CANON MP120
NT70146	FAX MACHINE	HP 910
NT70147	DOCKING STATION	FOR LATOP
NT70148	TONE COMMANDER	SWITCHBOARD 30E
NT70149	VOICE PROCESSOR	DICTAPHONE
NT70150	JETDIRECT	HP 170X
NT70151	REQISTER PRINTER	EPSON
NT70152	SHREDDER	FELLOWES 2701CM
NT70153	SHREDDER	FELLOWES PS820C-2
NT70154	OFFICE CHAIR	BRN
NT70155	WAIT CHAIR	BRN
NT70156	OFFICE CHAIR	BURGUNDY
NT70157	OFFICE CHAIR	BURGUNDY
NT70158	OFFICE CHAIR	BURGUNDY
NT70159	OFFICE CHAIR	BURGUNDY
NT70160	TELEPHONE	BELL
NT70161	TELEPHONE	DURABRAND
NT70162	MICROWAVE	GOLDSTAR
NT70163	PRINTER	HP 830C
NT70164	PRINTER	HP 840C (2)
NT70165	LIBRARY BOOKS	124 BOOKS
NT70166	PRINTER	XEROX
NT70167	FAX MACHINE	BROTHER
NT70168	DESK	CHERRY COMPUTER
NT70169	CPU	MCP
NT70170	PRINTER 3in1	PRINTER/COPIER SCANNER
NT70171	CHAIR	OFFICE
NT70172	PC	56x MAX

AI-3896 **15.J.1.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 05/22/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

A. Requesting approval to rescind the action taken by CC on 3/21/2007 in connection with agenda items 2963 20.H.1 -->Presentation for consideration, discussion acceptance and approval of Change Order No 2 for “Alamo Orchards Subdivision” C-CAP-06-003-08-01 for material and work adjustments in the amount of $30,775.23 (decrease) project engineer is R. Gutierrez Engineering Corporation and contractor is JM construction a Border Colonia Access Program Project(s)

B. Presentation for consideration, discussion acceptance and approval of Change Order No 2 for “Alamo Orchards Subdivision” C-CAP-06-003-08-01 for material and work adjustments in the amount of $117.50 (decrease) project engineer is R. Gutierrez Engineering Corporation and contractor is JM construction a Border Colonia Access Program Project(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1310-431-00-122-490-0-XXX

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

BUDGETARY IMPACT:

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 12:56 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:09 PM	APRV
3	Dale Kennan	Dale Kennan	05/17/2007 03:18 PM	APRV
4	Auditor's Office	Becky Morales	05/18/2007 09:06 AM	APRV
5	Dale Kennan	Dale Kennan	05/18/2007 09:13 AM	APRV
6	Court Administrator	Monica Badillo	05/18/2007 09:15 AM	APRV

Form Started By: Laura Moya Started On: 05/16/2007 10:16 AM

Final Approval Date: 05/18/2007

Hidalgo County
Border Colonias Access Program

8 May 2007

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway US 83
Pharr, TX 78577

RE: Change Order No.2 – Alamo Orchards CSJ: 2050-490-21

Dear Ms. Slagle:

Attached please find Change Order No. 2 for the above referenced subdivision. This change order had been previously approved by Commissioner's Court on 21st march 2007, but the change order had an incorrect figure. The previously change order had a net decrease of ($30,657.73); however the correct amount should be ($117.50). If the change order meets your approval, provide a pre-approval letter so that I may present it before Commissioner's Court.

Please notify me when the change order has been reviewed.

Should you have any questions, please contact me at my office 956/787-1891.

Cordially,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct No.2
Laura R. Moya, HCCAP Buyer II
Rosanna Schettino, HCCAP Auditor
Sergio Cruz, HC Budget Office
Carlos Contreras, HC Precinct 2, Special Projects Coordinator

Hand-delivered

txdot pre approval change order 2 corrected alamo orchards may07

RECEIVED
MAY 0 9 2007
PURCHASING DEPT.

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

CHANGE ORDER NUMBER TWO (2)

PROJECT: ALAMO ORCHARDS SUBDIVISION

DATE OF ISSUANCE: February 27, 2007 **EFFECTIVE DATE:** February 27, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-06-003-08-01

CONTRACTOR: JM Construction
3701 Jade Street
Mercedes, TX 78570

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. 432 ITEM Concrete Rip-Rap was removed at the storm sewer outfall

Reason for Change Order:

1. 4.7 CY of Concrete Rip-Rap was removed. Storm sewer outfall is temporally discharging into a retention pond

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 225,311.85		Original Contract Time for Substantial Completion:	60 calendar days or dates
Net Changes from previous Change Order $ (30,657.73)		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 194,654.12		Contract Time prior to this Change Order Substantial Completion:	60 calendar days or dates
Net increase (decrease) of this Change Order $ (117.50)		Net increase (decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 194,536.62	Net % increase (decrease) from original contract price. (13.70) %	Contract Time with all approved Change Orders Substantial Completion:	60 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:	CONCURRENCE:
By: _____ P.E. Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)	By: _____ TxDOT (Authorized Signature)
Date: 5/1/07	Date: _____	Date: 5-1-07	Date: _____

CC approved 3.21.07

20.A.1.

AI-2963
BCAP PRECINCT NO 2
CC REGULAR

20

Date: 03/21/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No 2 fo "Alamo Orchards Subdivision" C-CAP-06-003-08-01 for material and work adjustments in the amount of $30,775.23 (decrease) project engineer is R. Gutierrez Engineering Corporation an contractor is JM construction a Border Colonia Access Program Project(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1310-431-00-122-490-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: 2963

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/15/2007 02:02 PM	APRV
2	Budget & Management	Dina Trevino	03/15/2007 03:52 PM	APRV
3	Sergio Cruz	Sergio Cruz	03/16/2007 02:34 PM	APRV
4	Auditor's Office	Linda Fong	03/17/2007 10:27 AM	APRV
5	Court Administrator	Monica Badillo	03/23/2007 03:24 PM	APRV

Form Started By: Laura Moya Started On: 03/14/2007 12:33 PM
Final Approval Date: 03/23/2007

2963

Laura Moya

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, March 14, 2007 2:50 PM
To: Laura Moya
Subject: Change order no 2 Alamo Orchards

Laura, please place the following item on Commissioner's Court for Wednesday 21st March 2007. Approval of Change Order no.2 for Alamo Orchards a Round I colonias project. The project is being carried by R. Gutierrez Engineering, Inc. and the contractor is J.M. Construction. The change order has a decrease of $30,536.63. If you have any questions, please let me know.

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

AI-3901 **15.J.2.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 05/22/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #8 from R. Gutierrez Engineering Corporation to provide engineering services to Hidalgo County Precinct No. 2 for Construction of Country Living Estates a Border Colonia Access Program Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1202-431-00-122-006-0-731

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

BUDGETARY IMPACT:

Available balance is $368,151.87 as of 5/18/07. Estimated cost not to exceed $5,000.00 for this work authorization.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 01:00 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:19 PM	APRV
3	Dale Kennan	Dale Kennan	05/18/2007 09:12 AM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 11:06 AM	APRV
5	Mike Escaname	Mike Escaname	05/18/2007 03:27 PM	APRV
6	Linda Fong		05/18/2007 05:34 PM	NEW

Form Started By: Laura Moya Started On: 05/16/2007 11:32 AM

Final Approval Date: 05/18/2007

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15
Work Authorization Form

Work Authorization No. 8

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the street and drainage improvements to Country Living Estates I Subdivision. A portion of this project is being constructed by County forces. The limits of the project are: All of Country Living Estates I Subdivision.

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 not to exceed **$5,000.00.** A detailed breakdown of the amount to be paid is more particularly described in **Exhibit D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING
This Work Authorization No. 8 shall be funded through funding source:

Account No. 7-1202-431-00-122-006-0-731

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2007.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15

Work Authorization No. 8

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15

Work Authorization No. 8

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Contract Administration

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

2) The Engineer will coordinate and conduct a pre-construction conference with the Owner for construction services to be provided by Owner forces.

3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

4) Construction Staking. The Engineer will provide construction staking services for construction services performed by the Owner.

5) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Owner or Contractor.

6) Control of Materials & Equipment. The Owner will hire an independent construction materials testing firm for the project. The Engineer will provide inspection of all materials and equipment furnished or used by the Owner or Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing performed by an independent construction materials testing firm as outlined in the construction contract specifications or as specified by the Engineer.

7) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

EXHIBIT "C"

WORK SCHEDULE

	2007											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Country Living Estates I Subdivision												
Construction Administration												
Construction Staking												

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15

Work Authorization No. 8

EXHIBIT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	FY 2007 Hourly Rate	FY 2008 Hourly Rate
Principal	$ 269.44/HR	$ 282.92/HR
Project Manager	$ 192.46/HR	$ 202.09/HR
Senior Engineer	$ 138.57/HR	$ 145.50/HR
Engineer	$ 107.78/HR	$ 113.17/HR
Graduate Engineer	$ 92.38/HR	$ 97.00/HR
Senior Engineering Tech	$ 80.07/HR	$ 84.08/HR
CADD-Design Technician	$ 64.05/HR	$ 67.26/HR
Clerical	$ 58.51/HR	$ 61.44/HR
Survey Crew (3-man)	$131.25/HR	$137.82/HR

NON-LABOR EXPENSES:

Mileage (in State)	$ 0.45 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	$ 20 / letter
Copies (8 ½" x 11")	$ .15 / copy
Bond Plots	$ 0.75 / Sq Ft
Color Plots	$ 2.00 / Sq Ft
Mylar Plots	$ 2.50 / Sq Ft

AI-3911 **15.J.3.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 05/22/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of payment for invoice 2178 in the amount of $9,135.86 submitted by project engineer, R. Gutierrez Engineering Corporation in connection with Contract C-CAP-05-012-06-01 P.O. #563459.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1311-431-00-122-253-0-334

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

BUDGETARY IMPACT:

$ 11,419.83 Available as of 05/17/07 in PO # 563459

FISCAL YEAR: **ACCT. #:** 7-1202-431-00-122-006-0-841

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

BUDGETARY IMPACT:

Attachments

Link: 3911

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 01:06 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:22 PM	APRV
3	Erika Reyna	Erika Reyna	05/17/2007 03:27 PM	APRV
4	Sergio Cruz	Sergio Cruz	05/17/2007 03:37 PM	APRV
5	Auditor's Office	Linda Fong	05/18/2007 11:10 AM	APRV
6	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Laura Moya Started On: 05/16/2007 01:42 PM

Final Approval Date: 05/18/2007

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2178
Wednesday, February 28, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG05.012a Eldora/1426 (Santana Subd/Nadia Street)

Project Manager: Noe Saldivar
Professional Services for the Period: 1/15/2007 to 2/28/2007

Billing Group: 01 *Phased Fixed Fee*

Billing Fee: $11,419.83

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Design	4,567.93	40.00	100.00	4,567.93	0.00	4,567.93
Final Design	4,567.93	40.00	100.00	4,567.93	0.00	4,567.93
Construction Phase	2,283.97	20.00	0.00	0.00	0.00	0.00
				Total Phases:		***$9,135.86***

Phase Billing Totals: ***$9,135.86***

563459
7-1311-431-00-122-253-0-334
Reg. #85355

Billing Group Subtotal: 9,135.86

Project Totals:

****** Total Project Invoice Amount:*** ***$9,135.86***

Billing Summary

	Current	Prior	Total
Professional Services:	$9,135.86	$0.00	$9,135.86
Reimbursable Expenses:	$0.00	$0.00	$0.00
Outside Services:	$0.00	$0.00	$0.00
Other Services and Fees:	$0.00	$0.00	$0.00
Finance Charges:	$0.00	$0.00	$0.00
Taxes:	$0.00	$0.00	$0.00
Totals:	*$9,135.86*	*$0.00*	*$9,135.86*

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: 6 563459
Increase # 01 for this Purchase Order
Procurement Method:

- ☐ Contract # _____
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 234443
Vendor Name: R. Gutierrez Engineering Corp
Address: 130 E. Park Avenue
Pharr, Texas 78577

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$ 369,867.40
1	Each	ELDORA/1426 (SANTANA SBUD/NADIA STREET)	$11,419.83	$11,419.83
		Amount of Increase Request		$11,419.83
		TOTAL AMOUNT		$381,287.23

RUSH

Attn: Laura Maya

Account Number: 6-1202-431-00-122-006-0-841

Reason: This is to cover the street qualified under Work Authorization #1 the Supplemental #2 approved at CC Agenda on 01/16/2007

Lg 3 Aut. $246,486.80

Authorization: _____ Department Head — 04/02/2007 Date

Reviewed by: _____ Purchasing Department — 4/3/07 Date

Approved By: _____ Purchasing Agent — 4/3/07 Date

Approved By: _____ Hidalgo County Auditor — Date

COPY

AI-2018 1

BORDER COLONIA ACCESS PROGRAM PRECINCT NO 2

CC REGULAR

Date: 01/16/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.:

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Supplemental #2 to Work Authorization #1 (to co street previously qualified under Work Authorization #1 but erroneoulsy identified as Eldora/Santana to Eldora/1426) proposed fee of $11,419.83) with R. Gutierrez Engineering Corporation to provide engineer services to Hidalgo County Precir 2

BACKGROUND

COLONIA NAME: SANTANA/ELDORA RD

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1311-431-00-124-482-0-733/734

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	01/12/2007 02:07 PM	APRV
2	Budget & Management	Dina Trevino	01/15/2007 12:42 PM	APRV
3	Auditor's Office	Linda Fong	01/19/2007 09:19 AM	APRV
4	Court Administrator	Monica Badillo	01/19/2007 02:10 PM	APRV

Form Started By: Laura Moya Started On: 01/11/2007 10:55 AM

Final Approval Date: 01/19/2007

AI-3914 **15.J.4.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 05/22/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Requesting approval of a “Certificate of Substantial Completion” submitted by project engineer R. Gutierrez Engineering, Inc. reflecting the substantial completion date of February 22, 2007 for Alamo Orchards Subdivision with contractor J.M. Construction. C-CAP-06-003-08-01

BACKGROUND

Fiscal Impact

Attachments

Link: 3914

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 01:07 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:23 PM	APRV
3	Rey Salazar	Rey Salazar	05/17/2007 04:28 PM	APRV
4	Sergio Cruz	Sergio Cruz	05/17/2007 05:21 PM	APRV
5	Auditor's Office	Linda Fong	05/18/2007 10:54 AM	APRV
6	Mike Escaname	Mike Escaname	05/18/2007 04:09 PM	APRV
7	Linda Fong		05/18/2007 05:34 PM	NEW

Form Started By: Laura Moya Started On: 05/16/2007 02:08 PM

Final Approval Date: 05/18/2007

Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct NO.2
Rosanna Schettino, HCCAP Auditor
Sergio Cruz, Budget Office
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 8 May 2007

Subject: Approval of Change Order No.2 – Round I Colonias Project; Alamo Orchards and Certification of Construction Completion

---

Marty, please place the above-mentioned items on Commissioner's Court for Tuesday, 15th May 2007.

Approval of Change Order NO.2 for Alamo Orchards, CSJ: 2050-490-21. Change Order No. 2 was previously approved by Commissioner's Court on 21st March 2007; however, the amount of net decrease was incorrect. The correct amount should be ($117.50) instead of (&30,657.73). This project is carried by R. Gutierrez Engineering, Inc. and the contractor is J.M. Construction. The change order has been pre-approved by TXDOT.

Approval to accept the Certification of Construction Completion for Alamo Orchards, CSJ: 2050-490-21 a Round I Colonias Project. The certification was submitted by the project engineer, R. Gutierrez Engineering, Inc.

If you have any questions, please advice.

Thanks,

memo purchasing change order 2 corrected alamo orchards may07

RECEIVED
MAY 0 9 2007
PURCHASING DEPT.
3:50

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 22 DAY OF February 2007, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: October 09, 2006
OWNER: Hidalgo County Pct. # 2 CONSTRUCTION CONTRACTOR: J.M. Construction.
OF THE CITY OF Weslaco STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Alamo Orchards Subdivision

UCP CONTRACT NO.:

located in or near the City/Pct. of Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of 00/100 dollars ($ 00.00), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$225,311.85
Present Amount of Contract	$194,536.63
Total Amount of earned to date	$194,536.63
Less: previous payments	$175.082.96
Balance	$ 18,453.66
Authorized deductions	$ 0.00
AMOUNT OF FINAL PAYMENT	$ 18,453.66

6. That the final payment in the amount of $ eighteen thousand four hundred fifty three dollars and sixty six cents ($ 18,453.66) is now due and payable.

Engineer's Signature 5/4/07

CONCURRED BY:

CONTRACTOR'S NAME

BY: Gabriel Carrillo - J. M. Construction

TITLE: General Manager

CONCURRED BY:

CITY/PRECINCT

AI-3887 **15.K.1.**

Pct. 1(ROW)-Work Authorization No. 4-Appraisal Services-Leonel Garza Jr. & Assoc.-C-07-218-09-19

CC REGULAR

Date: 05/22/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Right of Way

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization No. 4 in the amount of $2,500.00 with Leonel Garza Jr. & Associates to provide appraisal services to Hidalgo County Precinct No. 1 in connection with Contract No. C-07-218-09-19 for "Right-of-Way Acquisition Appraisals" (for the Mile 4 Bridge Replacement Project South of Mercedes, Texas)

BACKGROUND

WORK AUTHORIZTION NO. 4

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance of $707,602.00 as of 5/17/07.

FISCAL YEAR: 2007 **ACCT. #:** 7-1315-431-30-121-032-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$3,000.00 available balance as of 05/18/2007

Attachments

Link: Pct. 1(ROW)-Work Authorization No. 4-Appraisal Services-Leonel Garza Jr. & Assoc.-C-07-218-09-19

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/17/2007 12:55 PM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 02:07 PM	APRV
3	Dale Kennan	Dale Kennan	05/17/2007 03:08 PM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 11:29 AM	APRV
5	Sergio Cruz	Sergio Cruz	05/18/2007 02:07 PM	APRV
6	Court Administrator	Monica Badillo	05/18/2007 04:35 PM	APRV

Form Started By: Letty Saenz Started On: 05/15/2007 02:31 PM
Final Approval Date: 05/18/2007

HIDALGO COUNTY

Professional Appraisal Services
Contract #06-218-09-19
Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Leonel Garza Jr. & Associates LLC"**, professional appraiser of McAllen, Texas, hereinafter called **"Appraiser".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for the Mile 4 Bridge Replacement Project of which will consist of approximately ±2 individual parcels.

The scope of services to be provided by the **Appraiser** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Appraiser* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $2,500.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:
Account No. **7-1200-431-00-260-001-0-711**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. # _4_.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1
BY: _____
Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2007.

THE APPRAISER:
LEONEL GARZA JR.& ASSOCIATES LLC

_____
By: Leonel Garza III, Appraiser

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr. County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER

Right-of-Way Acquisition Appraisals along Mile 4 Bridge Replacement Project specified for approximately ±2 parcels for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department. Letters of "Intent To Inspect" shall be provided to each property owner within the boundaries of the project prior to on-site inspection. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

ATTACHMENT "B" - Payment/ Fee Schedule

Right-of-Way Acquisition Appraisals along Mile 4 Bridge Replacement Project specified for approximately ±2 parcels for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department.

Appraisal Report Cost	**$2,500.00** ±2 Appraisals (Mile 4 Bridge Replacement Project) @ $1,250.00 Per Parcel = $2,500.00 Included Per Parcel: 1. (3) Original Appraisal Reports 2. (1) Original Appraisal Report with Invoice
Additional Original Reports	**$150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the County of Hidalgo.
Updated/Revised Reports	**$625.00 Per Parcel** 50% of Original Cost if within six (6) months of the original report. This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with Joe Pena, Director of the Right-of-Way Department, prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***Plus Expenses*** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/07

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
Leonel Garza Jr & Associates LLC
1419 Dove Suite #1
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty	19348
INSURER B: HCC Specialty Ins Co	
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	
A		GENERAL LIABILITY	PAS42769324	11/14/06	11/14/07	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER Professional Liability	S707-10200	04/10/07	04/10/08	$1,000,000/$1,000,000 Deductible $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
100 S 10th
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- TONY CONTRERAS INS. AGENCY
- 4006 N 22ND STREET
- MCALLEN, TX 78504
- (956)686-6621

Issue Date (MM/DD/YY) 02/21/2007

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 shown below.

St. 19 Dist. 42 Agent 327

Insured Name & Address
- LEONEL GARZA JR
- DBA LEONEL GARZA & ASSOCIATES
- 1419 DOVE AVE STE 1
- MCALLEN, TX 78504

Companies Providing Coverage:

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter D:

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
		General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
A	X	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	7587 54 72	02/16/2007	02/16/2008	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ 500,000.00 $ $ $ $
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 $ $ $

Description of Operations/Vehicles/Restrictions/Special Items:

ONLY DRIVER ON POLICY: LEONEL GARZA JR.

Certificate Holder
Name
&
Address

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company 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 company, its agents or representatives.

Authorized Representative

AI-3965 **16.A.**

reassignment of deputy clerks

CC REGULAR

Date:	05/22/2007
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Submitted For:	Laura Hinojosa
Department:	BUDGET & MANAGEMENT
Agenda Area:	Budget and Management

Information

CAPTION

District Clerk:
Disclosure and action (if necessary), of the assignment of deputy clerk positions to be housed with the 430th District Court

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo Started On: 05/18/2007 05:23 PM
Final Approval Date: 05/18/2007

AI-3962 **16.B.**

Precinct No. 1 Road Bridge- Creation of position/slot-Administrative Aide

CC REGULAR

Date: 05/29/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Precinct No. 1-Road & Bridge
1. Discussion, consideration and approval to create one (1) regular full-time Administrative Aide position, slot no. 121-005-0061 and set salary at $46,400.
2. Approval of 2007 interdepartmental transfer from Contingency Acct. (1100) to Precinct No. 1 Road & Bridge (1201) in the amount of $36,037.75.
3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:**
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Revised Salary Schedule
Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/18/2007 04:55 PM	APRV
2	Purchasing Department		05/18/2007 05:34 PM	NEW

Form Started By: Rosie Cantu Started On: 05/18/2007 03:19 PM
Final Approval Date: 05/18/2007

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1201-431-00-121-005-0
PCT.1 P/U RD

AI-3962

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	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$10,300.00	$77,250.00	$77,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$77,250.00
0002	113	BUDGET MANAGER	$0.00	$65,000.00	$65,000.00	0	$0.00	$0.00	$65,000.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,000.00
0003	113	HR COORD	$50,128.00	$0.00	$50,128.00	0.03	$1,504.00	$6,368.00	$58,000.00	$58,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,000.00
0004	113	ADMINISTRATIVE ASSISTANT	$52,960.00	$0.00	$52,960.00	0.03	$1,589.00	$0.00	$54,549.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
0005	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
0006	113	INVENTORY COOR	$39,000.00	$0.00	$39,000.00	0.045	$1,755.00	$4,245.00	$45,000.00	$45,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,000.00
0007	113	ACCOUNTANT	$38,110.00	$0.00	$38,110.00	0.045	$1,715.00	$5,175.00	$45,000.00	$45,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,000.00
0008	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
0009	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
0010	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
0011	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
0012	113	SPECIAL PROJ COORD	$34,459.00	$0.00	$34,459.00	0.045	$1,551.00	$0.00	$36,010.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	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
0014	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
0015	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
0016	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
0017	113	ASSISTANT HUMAN RESOURCE COORDINATOR	$0.00	$31,884.00	$31,884.00	0	$0.00	$0.00	$31,884.00	$31,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,884.00
0018	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
0019	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
0020	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
0021	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
0022	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
0023	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
0024	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
0025	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
0027	113	GRANTS SPECIALIST	$29,113.00	$0.00	$29,113.00	0.0675	$1,965.00	$0.00	$31,078.00	$31,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,078.00
0028	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
0029	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
0030	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

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1201-431-00-121-005-0
PCT.1 P/U RD

AI-3962

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	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0031	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
0032	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
0033	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
0034	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
0035	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
0036	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
0037	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
0038	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
0039	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
0040	113	MAINTENANCE I	$24,146.00	$0.00	$24,146.00	0.0675	$1,630.00	$0.00	$25,776.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0041	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
0042	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
0043	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
0044	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
0045	113	HEAVY EQIPMENT 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
0046	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
0047	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
0048	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
0049	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
0050	113	TRCK DRIVER III	$19,658.00	$0.00	$19,658.00	0.0675	$1,327.00	$2,015.00	$23,000.00	$23,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,000.00
0051	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
0052	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
0053	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
0054	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
0055	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
0056	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
0057	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
0058	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
0059	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

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1201-431-00-121-005-0
PCT.1 P/U RD

AI-3962

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	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0060	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
			$1,623,804.00	$99,592.00	$1,723,396.00		$91,254.00	$28,013.00	$1,842,663.00	$1,702,220.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,702,220.00

NEW POSITION

0061	**113**	**ADMINISTRATIVE AIDE**	**$0.00**	**$46,400.00**	**$46,400.00**	**0**	**$0.00**	**$0.00**	**$46,400.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

DATE: May 21, 2007

AI-3962/ 16.B.

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT FOR PRCT No. 1 R&B

ACCOUNT NUMBER: 7-1201-431-00-121-005-0-XXX

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: **Inter-Fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-415-00-115-002-0-	899	CO- WIDE ADMIN-	CONTINGENCY	(36,037.75)
7-1100-491-01-000-201-0-	891	TRANSFERS OUT-	R&B PCT.1	(36,037.75)
7-1201-391-01-000-100-0-	000	TRANSFER IN-	GENERAL FUND	36,037.75
7-1201-431-00-121-005-0-	113	PCT.1 P/U RD	PERM F/T EMPLOYEES	28,444.44
7-1201-431-00-121-005-0-	211	PCT.1 P/U RD	HEALTH INSURANCE	2,552.64
7-1201-431-00-121-005-0-	212	PCT.1 P/U RD	LIFE INSURANCE	20.23
7-1201-431-00-121-005-0-	220	PCT.1 P/U RD	FICA	2,176.00
7-1201-431-00-121-005-0-	230	PCT.1 P/U RD	RETIREMENT	2,537.24
7-1201-431-00-121-005-0-	250	PCT.1 P/U RD	UNEMPLOYMENT COMP	142.22
7-1201-431-00-121-005-0-	260	PCT.1 P/U RD	WORKER'S COMP	164.98
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTER-FUND TRANSFER FUND THE CREATION OF ONE REG F/T ADMIIN AIDE POSITION (1) POSITION, SLOT NO. 121-005-0061 CC 05-22-07 AI-3962/ 16.B.

DEPARTMENT HEAD SIGNATURE

DATE / /

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-3932 **16.C.**

Inter-Departmental Transfer - C.O., 2006 - Pct. 1 (1336)

CC REGULAR

Date: 05/22/2007
Submitted By: Veronica Ramirez, COMM. PCT. #1
Submitted For: Noe Montez
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Approval of 2007 interdepartmental transfer from C.O., 2006 (Precinct # 1 Landfill) to C.O., 2006 (Precinct #1) in the amount of $ 2,791.59. (1336)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 7 **ACCT. #:** 1336-432-00-121-044-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

7-1336-432-00-121-044-0-741-->7-1336-431-00-121-041-0-741 $ 2,791.59
Available balance as of 05/18/2007 $ 13,002.34

Attachments

Link: Inter-Dept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 10:20 AM	APRV
2	Ana Galvan	Anna Galvan	05/18/2007 10:09 AM	APRV
3	Purchasing Department	Marty Salazar	05/18/2007 12:09 PM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 01:32 PM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 04:36 PM	APRV

Form Started By: Veronica Ramirez Started On: 05/16/2007 03:58 PM
Final Approval Date: 05/18/2007

INTER-DEPARTMENTAL TRANSFER

DATE: May 16, 2007 **AI # 3932**

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o Precinct # 1

ACCOUNT NUMBER: 7-1336-43X-00-121-04X-0-XXX - C.O., 2006

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration 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:		
7-1336-432-00-121-044-0-741	C.O., 2006 PRECINCT.1 LANDFILL-VEHICLES	(2,791.59)
TO:		
7-1336-431-00-121-041-0-741	C.O., 2006-PRECINCT-VEHICLES	2,791.59
	Total Budget Increase/Decrease	**0.00**

REASON: Interdepartmental transfer needed in order to purchase a vehicle.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-3948 **16.D.**

2007 Interdepartmental Transfer for Pct 2 BCAP

CC CONSENT

Date: 05/22/2007
Submitted By: Agapito Vargas, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Colonia Access Program

Information

CAPTION

Approval of 2007 interdepartmental transfer from Precinct 2 BCAP - Rancho Escondido to Precinct 2 BCAP - Country Living Estates in the amount of $64,915.50. (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-596-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance of $62,879.31 as of 5/18/07.

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-596-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance of $107,052.67 as of 5/18/07.

Attachments

Link: 2007 Pct 2 BCAP

DATE: May 18, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Precinct 2 BCAP (1311)

ACCOUNT NUMBER: 7-1311-431-00-122-X9X-X-XXX

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

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
7-1311-431-00-122-596-0-733	RANCHO ESCONDIDO-DRAINAGE DITCHES	-35,785.44
7-1311-431-00-122-596-0-734	RANCHO ESCONDIDO-SUBDIVISION STREETS	-29,130.06
7-1311-431-00-122-199-1-733	COUNTRY LIVING ESTATES-DRAINAGE DITCHES	29,130.06
7-1311-431-00-122-199-1-841	COUNTRY LIVING ESTATES-AID TO OTHER GOVT	35,785.44
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Transfer needed for expected expenditures**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-3933 **16.E.**

Delinquent Tax Report

CC REGULAR

Date:	05/22/2007
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Perdue, Brandon, Fielder, Collins & Mott, LLP
Department:	BUDGET & MANAGEMENT
Agenda Area:	Budget and Management

Information

CAPTION

Presentation of the Delinquent Tax Collections Report for the Period of January 1, 2007 through April 30, 2007.

BACKGROUND

Fiscal Impact

Attachments

Link: report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 11:11 AM	APRV
2	Purchasing Department	Marty Salazar	05/17/2007 02:26 PM	APRV
3	Auditor's Office	Linda Fong	05/18/2007 11:12 AM	APRV
4	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Dale Kennan Started On: 05/16/2007 04:01 PM

Final Approval Date: 05/18/2007

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.
ATTORNEYS AT LAW

IN ASSOCIATION WITH

LAW OFFICES OF JOHN DAVID FRANZ

400 N. McColl, Suite B
McAllen, Texas 78731
Office (956) 631-4026
Fax (956) 994-8042

May 22, 2007

Hon. J.D. Salinas, County Judge
Sylvia S. Handy, Commissioner, Pct.1
Hector "Tito" Palacios, Pct.2
Joe M. Flores, Pct. 3
Oscar L. Garza, Jr., Pct.4
Hidalgo County Commissioner's Court
100 E. Cano
Edinburg, TX 78540

RE:	**DELINQUENT TAX COLLECTIONS REPORT FOR THE PERIOD JANUARY 1. 2007 THROUGH APRIL 30, 2007.**

Dear Judge Salinas and County Commissioners:

In stark contrast to the report you recently received from your prior delinquent tax collection firm, we have attached charts and statistics which accurately reflect the collections that have been achieved during the first four months of our representation. As further evidenced by the attached letter from Mr. Armando Barrera, our first quarter of the 2007 collection campaign exceeded the 2006 first quarter collections each and every month. Moreover, the April 2007 collection totals exceed April 2006 collection totals by over 50%. We attribute the increased collections, in large part, to the concerted efforts and cooperation between our office and the Hidalgo County Tax Office.

The following is a brief overview of the collection activities that have resulted in the significant increase in the County's tax collections.

PRE-LITIGATION WORK

PHONE CONTACTS

The Hidalgo County delinquent tax program is designed with an emphasis on working with taxpayers to resolve their tax problems. Our *Call Center* personnel conducts address and phone number research so that actual personal contact can be made with taxpayers. Our team of professional and courteous phone staff is currently making well over 750 phone contacts with delinquent tax payers per week.

MAIL-OUTS

The Hidalgo County delinquent tax program for the county includes mailed bi-lingual notices informing the taxpayers of their delinquency. Throughout this reporting period, our firm has mailed out **29,930** separate ***Notices of Delinquency***. For the first time in Hidalgo County history, our firm has mailed out an additional **6,066** ***Business Personal Property Early Turnover Notices.*** This is in addition to the ***Specialized Notices*** generated from our McAllen office. Our mass mailings are coordinated with the Tax Office and are staggered in order to help avoid overwhelming the Tax Office with too many taxpayers at one time.

The expense of mailing and postage is paid by our Firm.

THE EXTRA STEP

When correspondence comes back to our office indicating "Bad Address," our staff takes the extra step of conducting address research and follows up with a second mail out when a new address is found. Hundreds of pieces of mail have been returned and marked "Bad Address". We are committed to ensuring that notice reaches tax payers at current and correct addresses.

PROPERTY INSPECTIONS

Property Inspections/Personal Visits are another important tool in the County's delinquent tax collection program. In six weeks, Perdue staff has conducted **655** property inspections/personal visits throughout all four precincts of the County. Our staff of professional and courteous Inspectors is trained to inform taxpayers of their payment options and/or deferrals they may be entitled to before proceeding to litigation.

LITIGATION

When phone contacts, notices and/or personal visits do not generate the desired effect, our firm then proceeds to litigation. Since taking over the Hidalgo County delinquent tax collections, our firm has filed **662 Original Petitions/Interventions** on behalf of Hidalgo County involving over **$1,649,278 in base tax, penalty and interest**. However, our firm's collection philosophy has never emphasized the filing of lawsuits as the primary means for maximizing collections. Indeed, we view the filing of litigation as a failure of the collection process because of the unnecessary (and oftentimes substantial) expense placed on taxpayers. These additional expenses do not inure to the benefit of the taxing entity. Our firm emphasizes a personal approach to collections. This means that we take the time and make the effort to communicate one-on-one with taxpayers and fashion a payment arrangement that results in prompt payment to the County while being compassionate to the economically disadvantaged.

Your former delinquent tax collection firm has until June 30, 2007 to "wrap up" pending litigation. On July 1, 2007 we will assume responsibility for all pending litigation for delinquent taxes owed to Hidalgo County.

BANKRUPTCY

Our Law Firm actively monitors the filing of bankruptcies on a daily basis through the bankruptcy courts' official website (Pacer). During the first four months of our representation, we have filed **168 NOTICES OF APPEARANCE** and **102 PROOFS OF CLAIM** involving over **$317,658** owed to Hidalgo County. We actively monitor Plans of Reorganization, Chapter 11 and Chapter 13 reorganization cases to insure that Hidalgo County receives adequate treatment of its claims and to ensure that the statutory rate of 12% interest is secured.

FEDERAL FOREFEITURE ACTIONS ON REAL AND PERSONAL PROPERTY IN HIDALGO COUNTY:

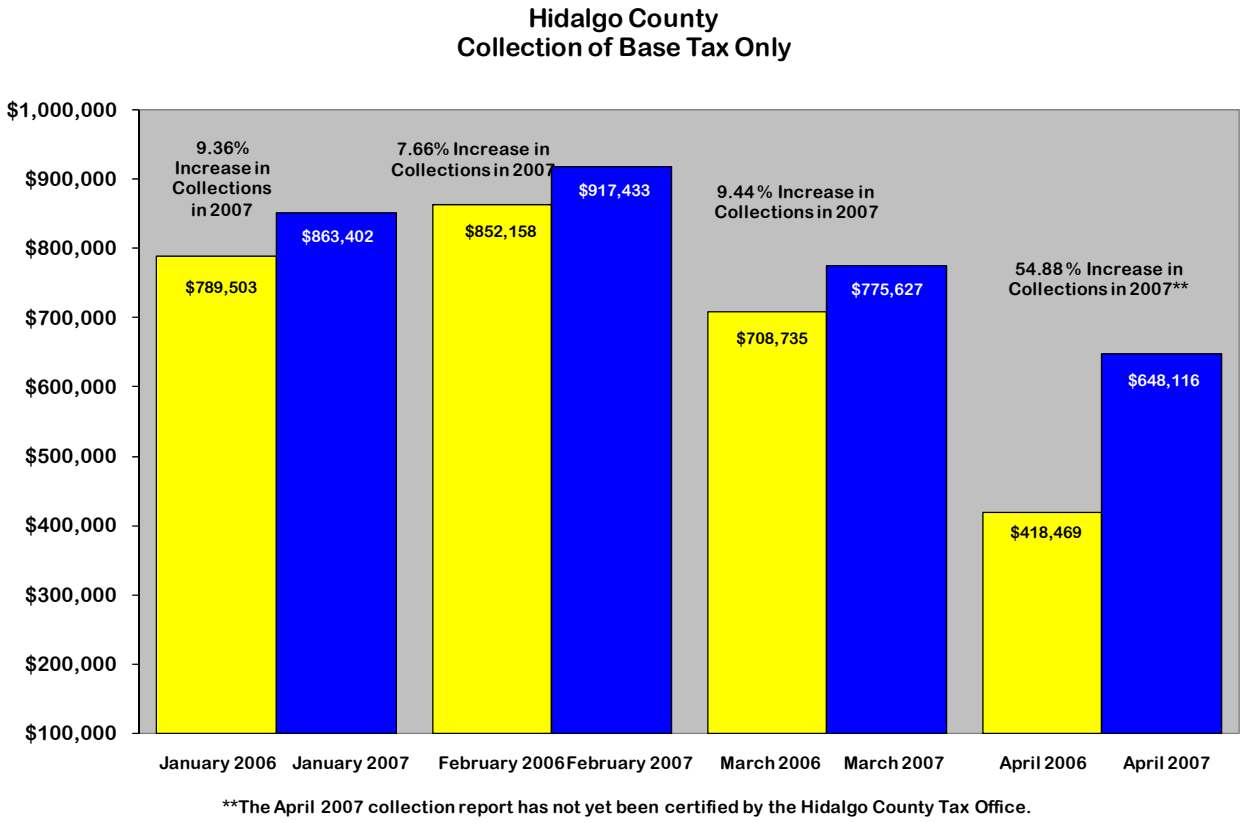
U.S. District Court, Southern District of Texas, McAllen Division

T3001	**Income and Employment Related Taxes Seizure (Under $1,600)**	
T3002	**Drug Related Seizure (Under $1,500)**	
T3003	**Drug Related Seizure (Under $500)**	
	Total of Hidalgo County's Interest in Properties	**$3,600**

COLLECTION COMPARISON

As you know, all of our efforts are directed towards the goal of maximizing collections for Hidalgo County. We are proud to announce that our efforts have helped Hidalgo County collect **$3,204,578 in base tax** and a grand total of $**4,497,386 including penalty and interest** for this reporting period. The chart below is a comparison of base tax collections with the same period

is.



MEETINGS WITH COUNTY STAFF AND MONITORING COLLECTIONS

We have had several meetings with Hidalgo County Personnel working with the County Judge's Office, the Hidalgo County Tax Office, the Hidalgo County Auditor's Office and the Hidalgo County Budget Office.

We are committed to keeping Hidalgo County Offices informed of progress in delinquent tax collection as well as insuring that Perdue Brandon EXCEEDS delinquent tax collection revenue projections as reflected in the Hidalgo County 2006-2007 Fiscal Year Budget.

Our firm looks forward to assisting Hidalgo County in its delinquent tax collection efforts and encourages any feedback and recommendations from the County. Please feel free to contact our offices should you have any questions or require additional information.

Respectfully,

PERDUE, BRANDON, FIELDER COLLINS & MOTT, L.L.P.
in association with
LAW OFFICES OF JOHN DAVID FRANZ
John David Franz

AI-3950 **16.F.**

County Court at Law No. 1- Creation of Position

CC REGULAR

Date: 05/22/2007
Submitted By: Dora Gutierrez, COUNTY COURT #1
Submitted For: Judge Rudy Gonzalez
Department: COUNTY COURT #1
Agenda Area: Budget and Management

Information

CAPTION

County Court At Law No. 1
1.. Approval to create one (1) temporary part-time Court Clerk position, slot no. 0021-001-T006 and set salary at $8.00 per hour, effective next full pay period (05/28/07). Position not to exceed six months and or 12/31/07.
2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Employee will work an estimated 25 hours per week at $8.00 per hour for a duration of 11 weeks.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-412-00-021-001-0-890
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$6,267.43 available balance as of 05/17/07. RC

Attachments

Link: Fiscal Note
Link: Intradepartmental Transfer
Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 11:37 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/17/2007 03:31 PM	APRV
3	Dina Trevino	Dina Trevino	05/17/2007 04:40 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	05/18/2007 08:29 AM	APRV
5	Dina Trevino	Dina Trevino	05/18/2007 04:19 PM	APRV
6	Human Resources		05/18/2007 05:34 PM	NEW

Form Started By: Dora Gutierrez Started On: 05/17/2007 10:49 AM
Final Approval Date: 05/18/2007

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, May 22, 2007

Agenda Item: AI-3950

Summary of request/proposal: CCL#1 is requesting approval to create one (1) temporary part-time Court Clerk position, slot no. 0021-001-T006 and set salary at $8.00 per hour, effective next full pay period, 05-28-07. Position not to exceed six months and or 12/31/07.

Fund	Position	Slot#	Obj	Current Budgeted Salary	* Adjustment Requested	Total Salary Requested
1100	COURT CLERK	T006	122	0.00	2,200.00	2,200.00
						2,200.00

*Estimated 25 hrs a week for 11 weeks (275hrs) @ $8.00/hr

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-021-001-0	122	CCL#1	TEMP P/T EMPL	2,200.00
7-1100-412-00-021-001-0	211	CCL#1	HEALTH INSURANCE	-
7-1100-412-00-021-001-0	212	CCL#1	LIFE INSURANCE	-
7-1100-412-00-021-001-0	220	CCL#1	FICA	168.30
7-1100-412-00-021-001-0	230	CCL#1	RETIREMENT	-
7-1100-412-00-021-001-0	250	CCL#1	UNEMPLOYMENT COMP	11.00
7-1100-412-00-021-001-0	260	CCL#1	WORKER'S COMP	12.76
			2007 Budgetary Impact	2,392.06

2008 Budgetary Impact: N/A

Possible Funding Sources: 7-1100-412-00-021-001-0-890 OTHER

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: **May 21, 2007**

DEPARTMENT HEAD: **JUDGE RUDY GONZALEZ**

DEPARTMENT NAME: **COUNTY COURT AT LAW #1**

ACCOUNT NUMBER: **7-1100-412-00-021-001-0-XXX**

CONTACT PERSON: **DORA GUTIERREZ** PHONE: **(956) 318-2375**

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
890	OTHER	122	TEMP P/T EMPLOYEES	$2,200.00
890	OTHER	220	FICA	168.30
890	OTHER	250	UNEMPLOYMENT COMP	11.00
890	OTHER	260	WORKER'S COMP	12.76
			TOTAL	$2,392.06

REASON: **Intradepartmental transfer to fund (1) one new temporary part-time Court Clerk position, slot no. 0021-001-T006.**

DEPARTMENT HEAD SIGNATURE **CC DATE**

APPROVED COMMISSIONERS COURT **ATTEST COUNTY CLERK**

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1100-412-00-021-001-0
CCL#1

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	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
001	111	JDG CRT-AT-LAW	$131,500.00	$0.00	$131,500.00	0.045	$5,918.00	$0.00	$137,418.00	$137,418.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$145,418.00
002	113	COURT REPORTER	$61,750.00	$0.00	$61,750.00	0	$0.00	$3,000.00	$64,750.00	$64,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64,750.00
003	113	COURT COORDINA	$54,000.00	$0.00	$54,000.00	0	$2,500.00	($2,500.00)	$54,000.00	$54,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,000.00
004	113	BAILIFF/INTERP	$40,500.00	$0.00	$40,500.00	0	$0.00	$3,000.00	$43,500.00	$40,500.00	$0.00	$3,300.00	$0.00	$0.00	$0.00	$43,800.00
005	113	ASST COORDINT	$32,000.00	$0.00	$32,000.00	0	$0.00	$7,000.00	$39,000.00	$39,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,000.00
			$319,750.00	$0.00	$319,750.00		$8,418.00	$10,500.00	$338,668.00	$335,668.00	$0.00	$3,300.00	$0.00	$8,000.00	$0.00	$346,968.00
NEW POSITION																
T006	**122**	**COURT CLERK**	**$0.00**	**$8,320.00**	**$8,320.00**	**0**	**$0.00**	**$0.00**	**$8,320.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

AI-3883 **16.G.**

Approval of the City of Edcouch 2007 Rural Emergency Services Contract

CC REGULAR

Date: 05/22/2007
Submitted By: Yolanda Orozco, FIRE MARSHAL
Submitted For: Victor Fonseca, Jr.
Department: FIRE MARSHAL
Agenda Area: Budget and Management

Information

CAPTION

Fire Marshal's Office:
Discussion and approval of the following Year 2007 Rural Emergency Services Contract:
1.) City of Edcouch

BACKGROUND

Fiscal Impact

Attachments

Link: City of Edcouch-Rural Emergency Services Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/15/2007 05:49 PM	APRV
2	Ana Galvan	Anna Galvan	05/17/2007 08:03 AM	APRV
3	Purchasing Department	Marty Salazar	05/17/2007 12:50 PM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 11:12 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Yolanda Orozco Started On: 05/15/2007 01:25 PM
Final Approval Date: 05/18/2007

State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 9th day of May, 2007, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the City of Edcouch, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the _____ day of _____, 2007.

I. TERMS

A. This Contract shall be for a period commencing on January 1, 2007 and shall terminate on December 31, 2007.

B. After December 31, 2007, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.

C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.

D. On December 31, 2007, at 11:59 P.M., this Contract will be terminated.

E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:

1. Fire Fighting:

a. Structure - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.

b. Explosions - The act or an example of exploding the loud, sharp sound made by such.

c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.

(i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.

(ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.

d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.

e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.

f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.

g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.

2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)

3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).

4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)

6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.

7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.

8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)

9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. **Response Area:**

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. **Hidalgo County Fire Marshal** - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. **Deputy Fire Marshals** - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. **County Fire Investigators** - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. **Reimbursement Plan** - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. **Primary City** - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

H. **Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.

I. **Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

A. City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.

B. City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.

C. City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.

D. City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

A. Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.

B. The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
   a. Fire Safety Inspections
   b. Plat/Plan Reviews
   c. Commercial Building Inspections
   d. Health Care Facility Inspections
   e. Existing and New Construction Inspections
   f. Development and Enforcement of County Fire Codes
   g. Adult and Child Care Facilities
   h. Burn permits for rural areas of the County

2. Investigations
   a. Conduct Fire Investigations
   b. Provide Information and Reports
   c. Assists Sheriff in issuance of citations for fire code infractions

3. Fire Prevention
   a. Plans, coordinates, and directs activities
   b. Conducts Training as needed to fire departments
   c. Acquires and maintains equipment
   d. Conducts public education
   e. Performs safety presentations

4. Rural Emergency Service Contract Administration

5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.

B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.

C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

D. If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

A. County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:

1. City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).

2. County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.

3. County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.

   a. Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.

   b. If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.

a. The rate of $720.00 per call for the following calls shall apply during the term of this Contract.

i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').

ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.

iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.

iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).

v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).

vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.

viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(CountyFire Marshal will decide on rate of reimbursement.)

b. The rate of $575.00 per call for the following calls shall apply during the term of this Contract:

1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.

c. The rate of $345.00 per call for the following calls shall apply during the term of the Contract.

i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive $345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(On scene-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. From station - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. Other - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) NO OTHER AGENCIES may notify fire departments for mutual aid.**

ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)

iii. **Rescue Call** - Recovery of any drowned victim(s)

iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)

v. **Trash/Rubbish** - Residential dumpster, residential trash pit

vi. **Natural gas/propane and petroleum based incidents** - To shut off gas and/or stand by for utility company(s) **(Where there is no fire or location)**

vii. **Explosion** - Where there is no fire on location

viii. **Electrical** - Any Electrical Pole and/or Transformer Explosion. Electrical wire down. **(Where there is no fire at location)**

ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State, Federal Officers, and Hidalgo County Fire Marshal. **(Where there is no fire, Non-Emergency call(s)**

x. **Hazardous materials incident** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Natural Resource Conservation Commission. **(Under 35 gal.)**

d. The rate of $230.00 per call for the following calls shall apply during the term of this Contract:

i. **Traffic Control** - Any calls strictly for traffic control duties.

e. The rate of $115.00 per call for the following calls shall apply during the term of this Contract:

i. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed.) Includes all fires that are out upon arrival.

ii. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contact, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANCEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between 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.

2. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

3. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or though 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.

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

5. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request 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 he addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City: _____

_____

_____, Texas _____

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

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

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

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

8. **Assignment.** This Agreement shall not be assignable.

9. **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.

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.

11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

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

CITY OF

Date: _____ **By:** _____

ATTEST:

_____
City Secretary

COUTY OF HIDALGO

Date: _____ _____
J. D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

_____
By: Stephen L. Crain

County of Hidalgo
Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____
DATE: _____ ALARM TIME: _____ ARRIVAL TIME: _____ DEPART TIME: _____
SITUATION REPORTED: _____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____
____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

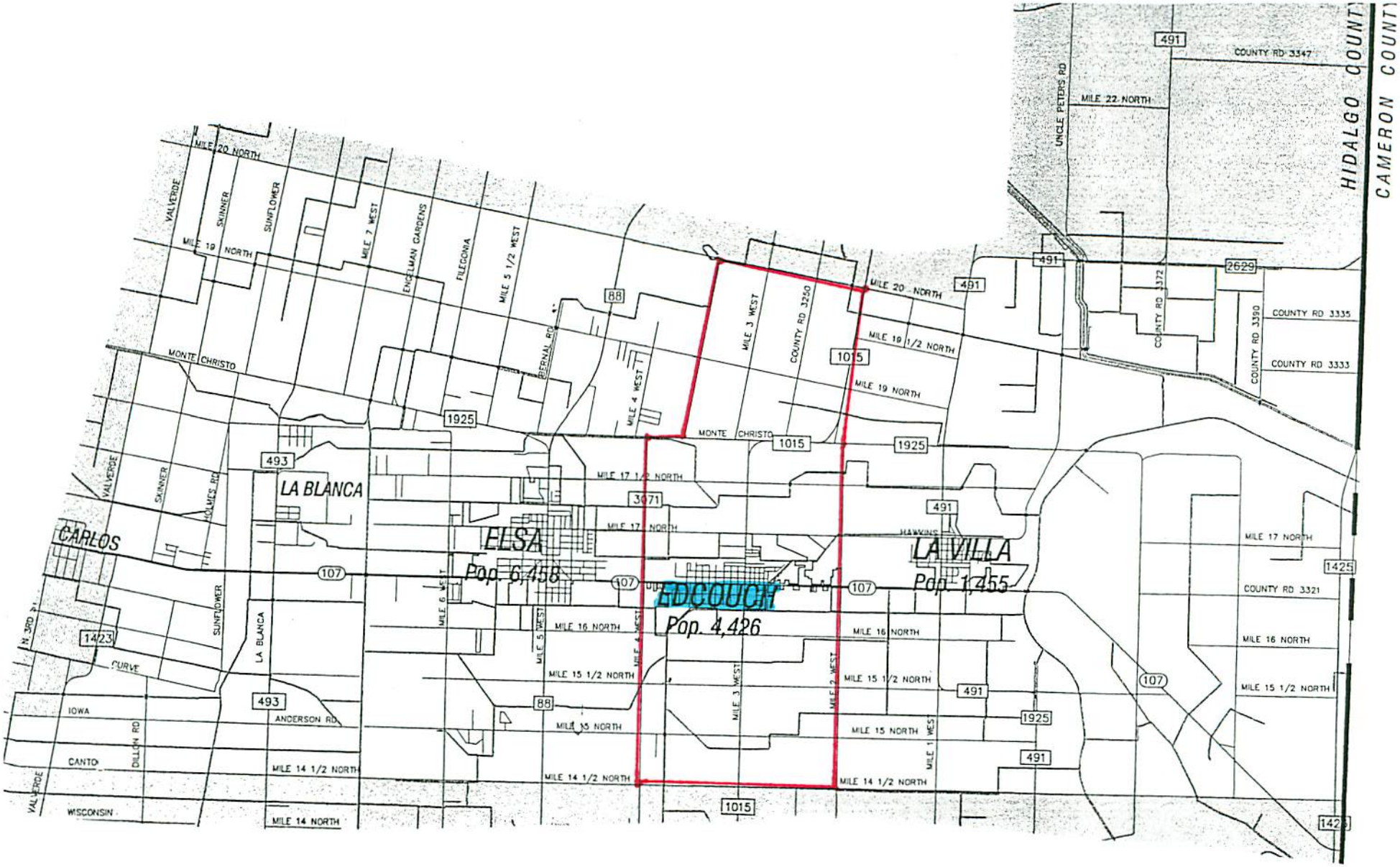
COMMENTS:

_____
_____
_____
_____
_____
_____

OFFICER IN CHARGE: _____ MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED:	____$115	____$230	____$345	____$575	____$720
HIDALGO COUNTY FIRE MARSHAL AUTHORIZATION:	____$115	____$230	____$345	____$575	____$720


HIDALGO COUNTY
CAMERON COUNTY
UNCLE PETERS RD
MILE 22 NORTH
COUNTY RD 3347
491
MILE 20 NORTH
MILE 19 NORTH
MILE 19 1/2 NORTH
MILE 17 1/2 NORTH
MILE 17 NORTH
MILE 16 NORTH
MILE 15 1/2 NORTH
MILE 15 NORTH
MILE 14 1/2 NORTH
MILE 14 NORTH
MILE 3 WEST
COUNTY RD 3250
MILE 4 WEST
MILE 5 WEST
MILE 6 WEST
MILE 7 WEST
MILE 5 1/2 WEST
MILE 2 WEST
MILE 1 WEST
VALVERDE
SKINNER
SUNFLOWER
ENGELMAN GARDENS
FILEGONIA
BERNAL RD
HOLMES RD
DILLON RD
LA BLANCA
ANDERSON RD
MONTE CHRISTO
HAWKINS
IOWA
CANTO
WISCONSIN
CURVE
N 3RD ST
CARLOS
LA BLANCA
ELSA
Pop. 6,458
EDCOUCH
Pop. 4,426
LA VILLA
Pop. 1,455
COUNTY RD 3372
COUNTY RD 3390
COUNTY RD 3335
COUNTY RD 3333
COUNTY RD 3321
2629
1015
1925
1425
1423
493
107
88
3071

AI-3921 **16.H.**

Hidalgo County Drug and Alcohol Policy

CC REGULAR

Date:	05/22/2007
Submitted By:	Rosie Luna, SAFETY/WORKERS' COMP. DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY/WORKERS' COMP. DIVISION
Agenda Area:	Budget and Management

Information

CAPTION

Safety Division:

Discussion and approval to administer Panel 9 Drug Test in accordance with the Hidalgo County Drug and Alcohol Policy Chapter 5 (a), (b), (c), (d), (e) and administer the Panel 5 Drug Test for Chapter 5 (f), (g).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/17/2007 09:58 AM	APRV
2	Purchasing Department	Marty Salazar	05/17/2007 01:10 PM	APRV
3	Auditor's Office	Linda Fong	05/18/2007 09:50 AM	APRV
4	Court Administrator	Monica Badillo	05/18/2007 10:04 AM	APRV

Form Started By: Rosie Luna Started On: 05/16/2007 02:46 PM

Final Approval Date: 05/18/2007

AI-3939 **16.I.**

TxDOT Projects-Mile 2 & 6

CC REGULAR

Date: 05/22/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

1. Discussion, consideration and approval to authorize County Auditor to set-up a receivable account not to exceed $250,000.00 and to process payments for professional services as certified by TxDOT and Precinct No. 1 for the Mile 2 West road project (CSJ:0921-02-170).
2. Discussion, consideration and approval to authorize County Auditor to set-up a receivable account not to exceed $500,000.00 and to process payments for professional services as certified by TxDOT and Precinct No. 1 for the Mile 6 West road project (CSJ:0921-02-168).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/16/2007 05:04 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/17/2007 03:38 PM	APRV
3	Dina Trevino	Dina Trevino	05/18/2007 03:51 PM	APRV
4	Dina Trevino	Dina Trevino	05/18/2007 03:51 PM	APRV
5	Purchasing Department		05/18/2007 05:34 PM	NEW

Form Started By: Ivan Cantu Started On: 05/16/2007 04:50 PM
Final Approval Date: 05/18/2007

AI-3882 **16.J.**

Cops in School

CC REGULAR

Date: 05/22/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Sheriff's Office
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Sheriff's Office
1. Discussion, consideration and approval to delete two (2) Sr. Deputy Sheriff positions, slot no. 280-001-G314 and slot no. 280-001-G315.
2. Approval to increase the budgeted salary to slot 280-032-G001 and 280-032-G002 (Cops in School-Monte Alto)
2. Approval of interfund transfer
3. Approval of revised salary schedules

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-421-00-280-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Increased funding wil be provided through lapsed salaries. RC

Attachments

Link: Worksheet
Link: Interfund Transfer
Link: Revised Salary Schedules

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu	Rosie Cantu	05/18/2007 10:54 AM	APRV
2	Dina Trevino	Dina Trevino	05/18/2007 03:50 PM	APRV
3	Human Resources		05/18/2007 05:34 PM	NEW

Form Started By: Rosie Cantu Started On: 05/15/2007 01:15 PM
Final Approval Date: 05/18/2007

COPS - Monte Alto ISD
1284-421-00-280-032-0

Object No.	Object Desc.	a G001	b G005	c Available Balance	c [a + b] Total Expenditure	d Adjusted Budget	e [d-c] Budget Deficit	f Current Expenditure	g [e-f] Minus Current Expenditure	
113	Perm. F/T Employee	37,466.00	37,466.00	40,205.20	74,932.00	63,214.18	(11,717.82)	2,879.78	(8,838.04)	
115	Longevity Pay	180.00	120.00	-	300.00	-	(300.00)	116.25	(183.75)	
117	Supplemental Pay	600.00	-	-	600.00	-	(600.00)	207.72	(392.28)	
211	Health Insurance	4,164.00	4,164.00	5,052.87	8,328.00	8,101.46	(226.54)	402.45	175.91	****
212	Life Insurance	33.00	33.00	36.71	66.00	60.86	(5.14)	3.35	(1.79)	
220	FICA	2,925.82	2,875.33	3,022.39	5,801.15	4,751.99	(1,049.16)	240.78	(808.38)	
230	Retirement	3,411.54	3,352.67	3,586.08	6,764.21	5,638.42	(1,125.79)	285.80	(839.99)	
250	Unemployment Comp.	191.23	187.93	201.20	379.16	316.31	(62.85)	15.96	(46.89)	
260	Workers Comp.	2,424.80	2,382.95	2,549.10	4,807.75	4,018.08	(789.67)	204.35	(585.32)	
		51,396.39	50,581.88	54,653.55	101,978.27	86,101.30	(15,876.97)	4,356.44	(11,696.44)	

**** Health insurance not added to total column. No need to transfer health insurance, sufficient funding.

DATE: May 16, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR SHERIFF'S OFFICE

ACCOUNT NUMBER: **7-1284-421-00-280-032-0-XXX**

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-421-00-280-001-0- 113	Sheriff - Perm. F/T Employee	(8,838.04)
7-1100-421-00-280-001-0- 115	Sheriff - Longevity Pay	(183.75)
7-1100-421-00-280-001-0- 117	Sheriff - Supplemental Pay	(392.28)
7-1100-421-00-280-001-0- 211	Sheriff - Health Insurance	0.00
7-1100-421-00-280-001-0- 212	Sheriff - Life Insurance	(1.79)
7-1100-421-00-280-001-0- 220	Sheriff - FICA	(808.38)
7-1100-421-00-280-001-0- 230	Sheriff - Retirement	(839.99)
7-1100-421-00-280-001-0- 250	Sheriff - Unemployment Comp.	(46.89)
7-1100-421-00-280-001-0- 260	Sheriff - Workers Comp.	(585.32)
7-1100-491-01-000-284-0- 891	Transfer Out - Desig. Purp. Lvl. 4	11,696.44
7-1284-391-01-000-100-0- 000	Transfer In - General Fund	11,696.44
7-1284-421-00-280-032-0- 113	COPS - Monte Alto ISD - Perm. F/T Employee	8,838.04
7-1284-421-00-280-032-0- 115	COPS - Monte Alto ISD - Longevity Pay	183.75
7-1284-421-00-280-032-0- 117	COPS - Monte Alto ISD - Supplemental Pay	392.28
7-1284-421-00-280-032-0- 211	COPS - Monte Alto ISD - Health Insurance	0.00
7-1284-421-00-280-032-0- 212	COPS - Monte Alto ISD - Life Insurance	1.79
7-1284-421-00-280-032-0- 220	COPS - Monte Alto ISD - FICA	808.38
7-1284-421-00-280-032-0- 230	COPS - Monte Alto ISD - Retirement	839.99
7-1284-421-00-280-032-0- 250	COPS - Monte Alto ISD - Unemployment Comp.	46.89
7-1284-421-00-280-032-0- 260	COPS - Monte Alto ISD - Workers Comp.	585.32
	TOTAL BUDGET INCREASE (DECREASE)	**11,696.44**

REASON: **INTERFUND TRANSFER TO COMPLETE THE FULL BUDGET CYCLE REQUIREMENT OF COPS IN SCHOOL GRANT. CONTINUED FUNDING AFTER DECEMBER 31, 2007 IS AT THE DISCRETION OF COMMISSIONER'S COURT.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1284-421-00-280-032-0-
COPS IN SCHOOL-MONTE ALTO

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					2007ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	SR. DEPUTY SHERIFF STEP I	$34,060.00	$0.00	$34,060.00	0	$0.00	***S/B $3,406.00** ~~$0.00~~	**S/B $37,466.00** ~~$34,060.00~~	**S/B $37,466.00** ~~$31,486.00~~	**S/B $180.00** ~~$0.00~~	$0.00	**S/B $600.00** ~~$0.00~~	$0.00	$0.00	$38,246.00
G002	113	SR. DEPUTY SHERIFF STEP I	$34,060.00	$0.00	$34,060.00	0	$0.00	***S/B $3,406.00** ~~$0.00~~	**S/B $37,466.00** ~~$34,060.00~~	**S/B $37,466.00** ~~$31,486.00~~	**S/B $120.00** ~~$0.00~~	$0.00	$0.00	$0.00	$0.00	$37,586.00
		TOTALS	$68,120.00	$0.00	$68,120.00		$0.00	$6,812.00	$74,932.00	$74,932.00	$300.00	$0.00	$600.00	$0.00	$0.00	$75,832.00

***OTHER INCREASE- FUNDS TRANSFERRED FROM 7-1100-421-00-280-001-0-XXX**

AI-3936 **16.K.**

Pct 1 - C.O., 2006 to TxDOT - Interfund Transfer

CC REGULAR

Date: 05/22/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interfund transfer from C.O., 2006 fund (1336) to TxDOT fund (1315) in the amount of $67,495.25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1336-431-00-121-041-0-731-->7-1315-431-00-121-040-0-731 $ 67,495.25; Available balance as of 05/17/07 $ 3,551,076.51

Attachments

Link: interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	05/17/2007 10:19 AM	APRV
2	Budget & Management	Dina Trevino	05/17/2007 11:15 AM	APRV
3	Erika Reyna	Erika Reyna	05/17/2007 11:33 AM	APRV
4	Purchasing Department	Marty Salazar	05/17/2007 01:56 PM	APRV
5	Auditor's Office	Linda Fong	05/18/2007 11:14 AM	APRV
6	Court Administrator	Monica Badillo	05/18/2007 11:32 AM	APRV

Form Started By: Sergio Cruz Started On: 05/16/2007 04:30 PM
Final Approval Date: 05/18/2007

DATE: May 16, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR PRECINCT #1

ACCOUNT NUMBER: **7-1315-431-00-121-040-0-731**

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1336-431-00-121-041-0- 731	**C.O.,2006-PCT.1-ROADS**	**(67,495.25)**
7-1336-491-01-000-315-0- 891	**TRANSFER OUT**	**67,495.25**
7-1315-391-01-000-336-0- 000	**TRANSFER IN**	**67,495.25**
7-1315-431-00-121-040-0- 731	**TXDOT PRJ-MILE 2 WEST-ROADS**	**67,495.25**
	TOTAL BUDGET INCREASE (DECREASE)	**67,495.25**

REASON: **INTERFUND TRANSFER TO FUND PROFESSIONAL SERVICES CONTRACT ON MILE 2 WEST ROAD PROJECT.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-3940 **16.L.**

Health Dept-Inter Dept Transfer

CC REGULAR

Date: 05/22/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 inter-departmental tranfer from Health & Human Services Dept to Countywide Administration (1100) in the amount of $45,390.00.

BACKGROUND

On 3-8-07 CC (AI #2762) approved a request for funding for the Health and Human Services to purchase computer equipment in the amt. of 165,390.00. On 3-21-07 CC approved (AI #3021) a partial inter-dept tranfer in the amt. of $45,390 and on 4-17-07 CC approved (AI #3462) another inter-dept transfer for $165,390.00 which included the 45,390.00. The above agenda item is to reverse the partial amt. of (AI #3462) 45,390.00 of the last interdepartmental transfer.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 1100-444-00-240-001-0-665 & 1100-444-00-240-001-0-

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

BUDGETARY IMPACT:

From 7-1100-444-00-240-001-0-665 to 7-1100-415-00-115-002-0-899 $18,000.00; Available Balance as of 5-17-07 $25,734.00.
From 7-1100-444-00-240-001-0-745 to 7-1100-415-00-115-002-0-899 $27,390.00; Available Balance as of 5-17-07 $45,390.00.

Attachments

Link: 3940-Inter-dept Health Dept- 5-22-07

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/16/2007 05:04 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/17/2007 08:27 AM	APRV
3	Dina Trevino	Dina Trevino	05/18/2007 04:15 PM	APRV
4	Dina Trevino	Dina Trevino	05/18/2007 04:15 PM	APRV
5	Purchasing Department		05/18/2007 05:34 PM	NEW

Form Started By: Ivan Cantu Started On: 05/16/2007 04:51 PM
Final Approval Date: 05/18/2007

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: May 21, 2007 **AI# 3940**

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT C/O HEALTH & HUMAN SERVICES

ACCOUNT NUMBER: 7-1100-41X-X0-X1X-00X-0-XXX

CONTACT PERSON: IVAN CANTU **TELEPHONE NO.** (956) 292-7025 EXT. 5425

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				
7-1100-444-00-240-001-0-	665	DIRECT ASST-	MINOR COMPUTER EQUIPMENT	(18,000.00)
7-1100-444-00-240-001-0	745	DIRECT ASST-	COMPUTER EQIPMENT	(27,390.00)
TO				
7-1100-415-00-115-002-0-	899	CO WIDE ADMIN-	CONTINGENCY	45,390.00
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTER-DEPARTMENTAL TRANSFER TO CORRECT TRANSFERS DONE WRONG FOR THE HEALTH & HUMAN SERVICES DEPT FOR COMPUTER RELATED EQUIPMENT (REFER TO AI 2762 CC 3-8-07 6B, AI 3021 CC 3-21-07 21L, AI 3462 CC 4-17-07 15N)

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-3941 **16.M.**

Inter-dept tranfer-Co. Judge's Office

CC REGULAR

Date: 05/22/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 inter-departmental transfer from Countywide Administration to County Judge's Office (1100) in the amount of $20,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 5-18-07 $456,573.17.

Attachments

Link: 3941 Inter-dept Co. Judge 5-22-07

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/16/2007 05:05 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/18/2007 10:49 AM	APRV
3	Dina Trevino	Dina Trevino	05/18/2007 04:17 PM	APRV
4	Dina Trevino	Dina Trevino	05/18/2007 04:18 PM	APRV
5	Purchasing Department		05/18/2007 05:34 PM	NEW

Form Started By: Ivan Cantu Started On: 05/16/2007 04:52 PM
Final Approval Date: 05/18/2007

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: May 21, 2007 **AI# 3941**

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT C/O COUNTY JUDGE'S OFFICE

ACCOUNT NUMBER: 7-1100-41X-X0-X1X-00X-0-XXX

CONTACT PERSON: IVAN CANTU **TELEPHONE NO.** (956) 292-7025 EXT. 5425

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	(20,000.00)
TO			
7-1100-413-00-110-006-0- 583	CO JUDGE-	TRAVEL OUT OF COUNTY	17,000.00
7-1100-413-00-110-006-0- 584	CO JUDGE-	REGISTRATION FEES	3,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:
INTER-DEPARTMENTAL TRANSFER TO FUND OUT OF COUNTY TRAVEL EXPENSES & REGISTRATION FEES FOR THE CO. JUDGE'S OFFICE

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-3853 **16.N.**

UPL

CC REGULAR

Date: 05/22/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

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 Acct. No. 1 for Indigent Health Care expenditures:
Check register 05/22/2007 amount not to exceed $ 32,526.09
Check register 05/23/2007 amount not to exceed $ 230,407.72
2. Approval of wire transfer to cover the claims to be paid

BACKGROUND

Fiscal Impact

Attachments

Link: UPL -1

Link: UPL -2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel	Damaris San Miguel	05/16/2007 10:36 AM	APRV
2	Budget & Management	Dina Trevino	05/16/2007 11:20 AM	APRV
3	Purchasing Department	Marty Salazar	05/17/2007 12:45 PM	APRV
4	Auditor's Office	Linda Fong	05/18/2007 09:49 AM	APRV
5	Court Administrator	Monica Badillo	05/18/2007 10:03 AM	APRV

Form Started By: Damaris San Miguel Started On: 05/14/2007 02:15 PM
Final Approval Date: 05/18/2007

HIDALGO COUNTY INDIGENT HEALTH CARE DEPARTMENT (H.C.I.H.D.) WEEKLY VENDOR PAYMENT ATTESTATION

I attest that the payment amounts inputted by my staff into the CAD Computing Software System for the Indigent Health Care Program for the vendor payments to be approved by the Commissioner's Court on 5-22-07 have not been previously paid. The diskette being submitted to the County Auditor's Office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information in the CAD Computing Software System.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office $ 32,526.09
(per diskette by the H.C.I.H.C.D. generated from the CAD Computing Software System payment information)

Amount to be paid (per the PROVIDER'S INVOICE REPORT $ 32,526.09
from the CAD Software.) The amount must agree with the total on the diskette (shown above) being provided to the Auditor's Office.

The H.C.I.H.C.D. staff has compared each invoice being processed for payment this week against the: vendor name, vendor number, amount, pay date, and service date, as shown on the CAD software's "PROVIDERS INVOICE REPORT." Each item compared has been CHECKED OFF in red on the PROVIDER'S INVOICE REPORT (edit report) by the reviewer. The reviewer has signed and dated page one of said report. The report is being submitted to the Auditor's Office with the diskette. Yes

For this week's payments, was the duplicate invoice test run on a daily basis? (yes or no) Yes

All possible duplicates were investigated and when appropriate were deleted from the CAD Software System before the diskette for the Auditor's Office was generated.

Signed: Karen Sarmiento 5-15-07
Signature of H.C.I.H.C.D. Director

Complete this form on a weekly basis & send to the County Auditor's Office with the disk for payment.

Notes:

Date: 05-15-2007

Providers' Invoices, from 05-22-2007 to 05-22-2007 Page 8

Continued: VALLEY BAPTIST MED CTR

Name: VALLEY BAPTIST MED CTR I.H.C.Code: 47642 TaxNo: 247642

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000523	3,748.24	05-22-07	10-25-06	630570	N	44104045
Total	3,757.16	Invoices	2			

Name: VALLEY CARDIOLOGY P.A. I.H.C.Code: 22033 TaxNo: 122033

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00005629	28.78	05-22-07	12-19-06	004461	N	44117044
Total	28.78	Invoices	1			

Name: VALLEY EYE CENTER I.H.C.Code: 41431 TaxNo: 241431

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000482	39.95	05-22-07	10-19-06	903124	N	44121110
Total	39.95	Invoices	1			

Name: VALLEY RADIOLOGTS & ASSOC I.H.C.Code: 40117 TaxNo: 240117

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00002688	48.40	05-22-07	12-12-06	005279	N	44105046
00002689	23.40	05-22-07	12-13-06	010828	N	44105046
00002690	11.17	05-22-07	12-13-06	016607	N	44105046
00002694	15.43	05-22-07	10-24-06	150633	N	44105046
00002691	7.45	05-22-07	10-19-06	949360	N	44105046
00002692	6.65	05-22-07	10-19-06	949360	N	44105046
00002693	23.40	05-22-07	09-22-06	949360	N	44105046
Total	135.90	Invoices	7			

Name: WAYNE D. GREEN, M.D. P.A. I.H.C.Code: 38265 TaxNo: 338265

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000002	252.38	05-22-07	10-01-06	218408	N	44117044
Total	252.38	Invoices	1			

GndTotal 32,526.09 Number of Invoices: 139

Hidalgo County Indigent Health Care Program

Date: Tue May 15, 2007

Diskette Report Completed for 05-22-2007 to 05-22-2007

Number of Invoices: 139

Total Amount to Pay: $32,526.09

Time Elapsed: 00:00:02

Drive, Path & Filename: C:DiskRept.ven

HIDALGO COUNTY INDIGENT HEALTH CARE DEPARTMENT (H.C.I.H.D.) WEEKLY VENDOR PAYMENT ATTESTATION

I attest that the payment amounts inputted by my staff into the CAD Computing Software System for the Indigent Health Care Program for the vendor payments to be approved by the Commissioner's Court on 5-23-07 have not been previously paid. The diskette being submitted to the County Auditor's Office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information in the CAD Computing Software System.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office $230,407.72
(per diskette by the H.C.I.H.C.D. generated from the CAD Computing Software System payment information)

Amount to be paid (per the PROVIDER'S INVOICE REPORT $230,407.72
from the CAD Software.) The amount must agree with the total on the diskette (shown above) being provided to the Auditor's Office.

The H.C.I.H.C.D. staff has compared each invoice being processed for payment this week against the: vendor name, vendor number, amount, pay date, and service date, as shown on the CAD software's "PROVIDERS INVOICE REPORT." Each item compared has been CHECKED OFF in red on the PROVIDER'S INVOICE REPORT (edit report) by the reviewer. The reviewer has signed and dated page one of said report. The report is being submitted to the Auditor's Office with the diskette. Yes

For this week's payments, was the duplicate invoice test run on a daily basis? (yes or no) Yes

All possible duplicates were investigated and when appropriate were deleted from the CAD Software System before the diskette for the Auditor's Office was generated.

Signed: Karen Sanchez 5-15-07
Signature of H.C.I.H.C.D. Director

Complete this form on a weekly basis & send to the County Auditor's Office with the disk for payment.

Notes:

Date: 05-15-2007

Page 67

Providers' Invoices, from 05-23-2007 to 05-23-2007

Continued: YURI O BERMUDEZ, MD PA

Name: YURI O BERMUDEZ, MD PA I.H.C.Code: 38236 TaxNo: 238236

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000287	28.78	05-23-07	03-13-07	998134	N	44117044
Total	28.78	Invoices	1			
GndTotal	230,407.72	Number of Invoices: 2414				

Lourdes A Mack

Hidalgo County Indigent Health Care Program

Date: Tue May 15, 2007

Diskette Report Completed for 05-23-2007 to 05-23-2007

Number of Invoices: 2,414

Total Amount to Pay: $230,407.72

Time Elapsed: 00:00:15

Drive, Path & Filename: C:DiskRept.ven

AI-3961 **16.O.**

Veteran's ServicesApproval to delete slot/position

CC REGULAR

Date: 05/22/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Veteran's Office
1. Discussion, consideration, and approval to delete one (1) vacant Admin Asst VSO position, slot no. 370-001-0003.
2. Approval of revised salary schedule
3. Approval of interdepartmental transfer from Veteran's Services (1100) to Contingency Acct. (1100)
4. Approval of interdepartmental transfer from County Wide Administration to Veteran's Services (1100) in the amount of $5,531.00 (damaged furniture replacement)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$456,573.17 available balance as of May 18, 2007. RC

Attachments

Link: Revised Salary Schedule
Link: transfer
Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/18/2007 04:45 PM	APRV
2	Human Resources		05/18/2007 05:34 PM	NEW

Form Started By: Rosie Cantu Started On: 05/18/2007 02:36 PM
Final Approval Date: 05/18/2007

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1100-444-00-370-001-0
VETERAN'S SRV

AI-3961

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	VETERANS SERVICES	$45,000.00	$4,500.00	$49,500.00	0	$0.00	$0.00	$49,500.00	$49,500.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$57,500.00
0002	113	ADMINISTRATIVE ASSISTANT	$0.00	$44,558.00	$44,558.00	0	$0.00	$0.00	$44,558.00	$44,558.00	$0.00	$0.00	$0.00	$2,400.00	$0.00	$46,958.00
		DELETE ↓														
~~0003~~	~~113~~	~~ADMIN ASST VSO~~	~~$0.00~~	~~$44,558.00~~	~~$44,558.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$44,558.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0004	113	ADMIN ASST VSO	$21,309.00	$3,843.00	$25,152.00	0	$0.00	$0.00	$25,152.00	$25,152.00	$0.00	$0.00	$0.00	$1,800.00	$0.00	$26,952.00
0005	113	SECRETARY	$0.00	$21,000.00	$21,000.00	0	$0.00	$0.00	$21,000.00	$21,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,000.00
0006	113	CLERK	$17,400.00	$0.00	$17,400.00	0.068	$1,174.00	$0.00	$18,574.00	$18,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,574.00
			$83,709.00	$73,901.00	$157,610.00		$1,174.00	$0.00	$158,784.00	$158,784.00	$0.00	$0.00	$0.00	$12,200.00	$0.00	$170,984.00

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: May 21, 2007

AI-3961/ 16.O.

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR VETERAN'S SERVICES

ACCOUNT NUMBER: 7-1100-4XX-00-XXX-00X-0-

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				
7-1100-444-00-370-001-0-	113	VETERAN'S SERVICES	PERM F/T EMPLOYEES	(28,444.44)
7-1100-444-00-370-001-0-	211	VETERAN'S SERVICES	HEALTH INSURANCE	(2,552.64)
7-1100-444-00-370-001-0-	212	VETERAN'S SERVICES	LIFE INSURANCE	(20.23)
7-1100-444-00-370-001-0-	220	VETERAN'S SERVICES	FICA	(2,176.00)
7-1100-444-00-370-001-0-	230	VETERAN'S SERVICES	RETIREMENT	(2,537.24)
7-1100-444-00-370-001-0-	250	VETERAN'S SERVICES	UNEMPLOYMENT COMP	(142.22)
7-1100-444-00-370-001-0-	260	VETERAN'S SERVICES	WORKER'S COMP	(164.98)
TO				
7-1100-415-00-115-002-0-	899	CO WIDE ADMIN-	CONTINGENCY	36,037.75
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTER-DEPARTMENTAL TRANSFER DUE TO DELETION OF SLOT NO. 370-001-003. CC 05-22-07 AI- 3961

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: May 21, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT FOR VETERANS SERVICES

ACCOUNT NUMBER: 7-1100-41X-X0-X1X-00X-0-XXX

CONTACT PERSON: IVAN CANTU **TELEPHONE NO.** (956) 292-7025 EXT. 5425

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	(5,531.00)
TO			
7-1100-444-00-370-001-0- 746	VETERAN'S SRV-	OFFICE FURNITURE	1,328.00
7-1100-444-00-370-001-0- 666	VETERAN'S SRV-	MINOR OFFICE FURNITURE	4,203.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

INTER-DEPARTMENTAL TRANSFER FROM CONTINGENCY TO VETERANS SERVICES TO FUND FURNITURE EXPENSES.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK