

AI-7138

5.A.

Fund alloc. contract

CC REGULAR

Date: 12/26/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Requesting approval to recapture surplus funds in the amount of \$1,696.62 from the FY 2004 CHDO contract between the South Texas Economic Development Corporation, Inc. (STEDC) and the Urban County Program and re-allocate the funds into FY 2004 HOME Owner Occupied Rehabilitation funding balance.

BACKGROUND

STEDC, Inc. has completed construction of all units under the FY 2004 contract however a small surplus balance remains available. The Urban County Program is requesting the re-allocation of these funds in order to assist in the reconstruction of single-family residential units within the County of Hidalgo.

Fiscal Impact

Attachments

Link: [7138 backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/17/2007 03:01 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/20/2007 10:54 AM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 05:25 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 11:59 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 02:08 PM	APRV

Form Started By: Estella Webber
Started On: 12/17/2007 02:15 PM

Final Approval Date: 12/21/2007

CHDO PROGRAM

Fiscal Year 2004

CHDO	Units Proposed To Produce	Actual Units Produced	Contract Amount	Amount Paid	Balance
South Texas Economic Development (S.T.E.D.)	4	4	\$ 200,000.00	\$ 198,303.38	\$ 1,696.62

AI-7140

5.B.

H.Rehab - bid rejection

CC REGULAR

Date: 12/26/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Requesting approval to reject the Urban County Program written bid, in the amount of \$19,500, for the completion of a hardship program-housing unit that was to be awarded to De Leon Construction.

BACKGROUND

Staff recommends rejection of the bid due to the total project amount exceeding the in-house policy maximum assistance amount of \$60,000.00. The family was originally proposed to receive a pre-manufactured hardship program-housing unit (\$36,414). The family also received \$11,108.83 in debt payoff assistance. The total assistance amount would have been pre-manufactured amount of \$36,414, debt pay-off of \$11,108.83 and the 100% completion bid of \$19,500 for a grand total of \$67,022.83.

Once the bid is rejected, the Urban County Program will re-bid through the Owner Occupied Rehabilitation Program to remedy the in house policy maximum assistance amount issue.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/17/2007 02:58 PM	APRV
2	Dale Kennan	Dale Kennan	12/19/2007 11:25 AM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 05:28 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 11:59 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 02:08 PM	APRV

Form Started By: Estella Webber
Started On: 12/17/2007 02:22 PM
Final Approval Date: 12/21/2007

AI-7142

5.C.

H.Rehab cancel.

CC REGULAR

Date: 12/26/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Requesting approval to cancel application for Abelardo & Maria Cortez, at the request of homeowner.

BACKGROUND

The following family is being recommended for cancellation by the Housing Rehab Staff and as per homeowner's request. Letter from family was mailed to office on December 12, 2007 by Mr. & Mrs. Abelardo Cortez. (See attachment)

APPLICANT	CASE #	CITY	FUNDING YR.	LOCATION OF PROPERTY
Abelardo Cortez Reconstruct Deferred Loan - Elderly	WE 80-07-02	Weslaco Precinct #1	HOME 2006	Lot No. Sixteen (16), Block No. Thirty-Eight (38), Original Townsite, City of Weslaco, Hidalgo County, Texas.

Fiscal Impact

Attachments

Link: [cancellation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/17/2007 02:52 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/17/2007 03:57 PM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 05:29 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 11:59 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 02:08 PM	APRV

Form Started By: Estella Webber
Started On: 12/17/2007 02:35 PM

Final Approval Date: 12/21/2007

Hidalgo county
Urban county program

Monica Guerra
Housing Rehab Specialist
1916 Tesoro Blvd.
Pharr, Tx 78577

Dec. 5, 2007.

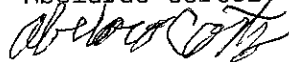
Attn. Miss Guerra

I, Abelardo cortez and Maria cortez would like to cancel any and all requests, orders or sales for any house to be built by your agency.

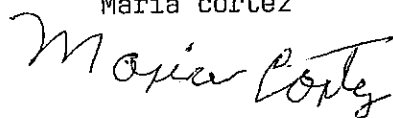
We appreciate your interest and good intentions for us to built a home.

Respectfully,

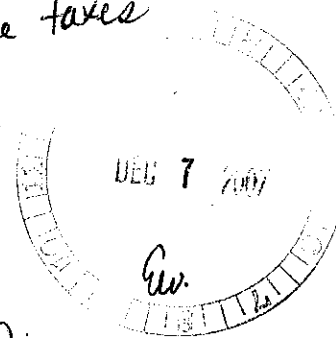
Abelardo cortez



Maria cortez



On November 28, 2007 I was in the conference room with the clients ~~and~~ Mr. & Mrs. Abelardo Cortez and there son Jimmy. The clients were concern due to the taxes going up once they have there brand new home. This is why the client decided to cancel the application with urban county Program.



AI-7143

5.D.

**appl. cancell. - H.Rehab
CC REGULAR**

Date: 12/26/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Requesting approval to cancel application for Rafael & Abigail Moreno at the request of HOME Staff.

BACKGROUND

Mr. Rafael & Abigail Moreno are being recommended for cancellation by the Housing Rehab staff due to the family not wanting assistance from the Hidalgo County Urban County Program. The family did not provide a specific reason as to their denial of services. As a result, the Urban County Program staff has made numerous requests for a letter of cancellation but the family has yet to submit.

(See Attachment)

Fiscal Impact

Attachments

Link: cancell.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/17/2007 03:44 PM	APRV
2	Erika Reyna	Erika Reyna	12/18/2007 09:47 AM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 05:30 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 11:59 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 02:09 PM	APRV

Form Started By: Estella Webber
Started On: 12/17/2007 03:06 PM

Final Approval Date: 12/21/2007

URBAN COUNTY PROGRAM

Hidalgo County Commissioner's Court Agenda Request Form

No. _____

Date: December 17, 2006

Meeting Date Request: December 26, 2006

Deadline for Action: A.S.A.P

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME Program

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

Diana R. Serna, Urban County Director 

Caption:

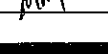
Requesting approval to cancel application for Rafael & Abigail Moreno at the request of HOME Staff.

Background:

Mr. Rafael & Abigail Moreno are being recommended for cancellation by the Housing Rehab staff due to the family not wanting assistance from the Hidalgo County Urban County Program. The family did not provide a specific reason as to their denial of services. As a result, the Urban County Program staff has made numerous requests for a letter of cancellation but the family has yet to submit.

<u>APPLICANT</u>	<u>CASE NUMBER</u>	<u>CITY</u>	<u>FUNDING YEAR</u>	<u>LOCATION OF PROPERTY</u>
Rafael & Abigail Moreno Rehabilitation Deferred Loan	CW 85-06-36	Countywide Precinct #1	HOME 2005	Lot One (1), Two (2), and Six (6), in Block One Hundred Thirty-Three (133), of the Platted Townsite of Hargill, Texas.

Please initial for approval:

HOME Manager 
Finance 
Deputy Director 

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

Comments:

Action taken by Commissioner's Court:

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

AI-7145

5.E.

**Budg. Salary Adjustment
CC REGULAR**

Date: 12/26/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

1. Discussion, consideration, and approval to decrease the budgeted salary for one (1) permanent full-time Clerk/Receptionist position, slot 250-001-0020 from \$29,363.33 to \$23,894.00.
2. Approval of revised salary schedule.

BACKGROUND

As previously approved by County Commissioners' Court on August 7, 2007 for a period not to exceed twelve (12) weeks.

The temporary additional duties assigned to permanent full-time Clerk/Receptionist were removed before the twelve (12) week period as the Executive Assistant returned to work after maternity leave.

(Per Budget Office items must be submitted before the end of the year).

No budgetary impact.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 1288-463-00-250-001-6-XXX

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact. Decrease was a result of removing temporary duties to employee covering duties for another employee out of FMLA.

Attachments

Link: [Revised Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/17/2007 03:45 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/21/2007 03:43 PM	APRV
3	Auditor's Office		12/21/2007 03:48 PM	NEW
Form Started By: Estella Webber			Started On: 12/17/2007 03:28 PM	
Final Approval Date: 12/21/2007				

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

**1288-463-00-250-001-6
URBAN COUNTY - CDBG**

AI-7145

Slot No.	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	112	DIRECTOR	\$0.00	\$94,685.00	\$94,685.00	0.03	\$2,841.00	\$0.00	\$97,526.00	\$97,526.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$105,526.00
0002	113	COMP. DIV.MNGR.	\$60,260.00	\$0.00	\$60,260.00	0.03	\$1,808.00	\$0.00	\$62,068.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0003	113	COMP. DIV. MNGR.	\$53,808.00	\$0.00	\$53,808.00	0.03	\$1,614.00	\$0.00	\$55,422.00	\$55,422.00	\$0.00	\$0.00	\$0.00	\$2,400.00	\$0.00	\$57,822.00
0004	113	DEPUTY DIRECTOR	\$0.00	\$50,192.00	\$50,192.00	0.03	\$1,506.00	\$0.00	\$51,698.00	\$51,698.00	\$0.00	\$0.00	\$0.00	\$4,050.00	\$0.00	\$55,748.00
0005	113	CONT./PROC. SPECIALIST	\$48,332.00	\$0.00	\$48,332.00	0.03	\$1,450.00	\$0.00	\$49,782.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0006	113	MONITOR	\$42,898.00	\$0.00	\$42,898.00	0.03	\$1,287.00	\$0.00	\$44,185.00	\$44,185.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,185.00
0007	113	COMPLIANCE MONITOR	\$42,898.00	\$0.00	\$42,898.00	0.03	\$1,287.00	\$0.00	\$44,185.00	\$44,185.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,185.00
0008	113	SR. ACCOUNTANT	\$40,244.00	\$0.00	\$40,244.00	0.03	\$1,207.00	\$10,000.00	\$51,451.00	\$51,451.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,451.00
0009	113	CDBG COORDINATOR	\$38,332.00	\$0.00	\$38,332.00	0.045	\$1,725.00	\$0.00	\$40,057.00	\$40,057.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,057.00
0010	113	CDBG CORRINATOR	\$38,332.00	\$0.00	\$38,332.00	0.045	\$1,725.00	\$0.00	\$40,057.00	\$36,575.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,575.00
0011	113	CDBG COORDINATOR	\$38,332.00	\$0.00	\$38,332.00	0.045	\$1,725.00	\$0.00	\$40,057.00	\$36,575.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,575.00
0012	113	MONITOR	\$38,083.00	\$0.00	\$38,083.00	0.045	\$1,714.00	\$0.00	\$39,797.00	\$33,649.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,649.00
0013	113	MONITOR	\$36,240.00	\$0.00	\$36,240.00	0.045	\$1,631.00	\$0.00	\$37,871.00	\$37,871.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,871.00
0014	113	CDBG COORDINATOR	\$36,127.00	\$0.00	\$36,127.00	0.045	\$1,626.00	\$0.00	\$37,753.00	\$37,753.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,753.00
0015	113	H.R. COORDINATOR	\$36,104.00	\$0.00	\$36,104.00	0.045	\$1,625.00	\$4,000.00	\$41,729.00	\$41,729.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,729.00
0016	113	JR. ACCOUNTANT	\$33,361.00	\$0.00	\$33,361.00	0.045	\$1,501.00	\$4,000.00	\$38,862.00	\$38,862.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,862.00
0018	113	EXECUTIVE ASSISTANT	\$30,166.00	\$0.00	\$30,166.00	0.045	\$1,357.00	\$0.00	\$31,523.00	\$31,523.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,523.00
								s/b \$0.00	s/b \$23,894.00							
0020	113	CLERK/RECEPTIONIST	\$22,383.00	\$0.00	\$22,383.00	0.0675	\$1,511.00	~~\$5,469.00~~	~~\$29,363.00~~	\$22,308.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,308.00
0021	114	CUSTODIAN	\$9,032.00	\$0.00	\$9,032.00	0.0675	\$610.00	\$0.00	\$9,642.00	\$9,641.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,641.00
Total			\$644,932.00	\$144,877.00	\$789,809.00	\$0.78	\$29,750.00	\$18,000.00	\$837,559.00	\$711,010.28	\$0.00	\$0.00	\$0.00	\$14,450.00	\$0.00	\$725,460.00

AI-7161

5.F.

**Terminate agr. - ESG
CC REGULAR**

Date: 12/26/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Requesting authorization to terminate the sub-recipient agreement, at their request, with the Hidalgo County Homeless Coalition for ESG Yr. 19 (2006) in the amount of \$3,000.00.

BACKGROUND

The Hidalgo County Homeless Coalition has indicated that they will not be able to spend the \$3,000 awarded to them by the deadline of December 31, 2007. The \$3,000 are being returned so that UCP can re-allocate these funds to another non-profit that will be able to spend the funds accordingly by the deadline.

Original Amount Awarded the Hidalgo County Homeless Coalition \$3,000.00

Fiscal Impact

Attachments

Link: [Subrecipient Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/18/2007 08:16 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/19/2007 10:57 AM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 05:54 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 11:59 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 02:09 PM	APRV

Form Started By: Estella Webber
Started On: 12/17/2007 04:26 PM

Final Approval Date: 12/21/2007



URBAN COUNTY PROGRAM

#7161

1916 TESORO BLVD. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 787-5291
E-mail ucp@bizrgv.rr.com

Sept. 13, 2006

Yvette Balderas
Hidalgo County Homeless Coalition
c/o City of McAllen
P.O. Box 220
McAllen, TX 78505-0220

REF: ESG - EXECUTED SUBRECIPIENT AGREEMENT

Dear Ms. Balderas:

Enclosed please find the executed Subrecipient Agreement between the Hidalgo County Homeless Coalition and the Urban County Program-ESG/UCP YR 19 (2006) for your files.

Please be advised that the effective date of this contract is July 11, 2006 and will end December 31, 2007. Expenses can be incurred as of this date. This gives your agency approximately 1½ years to spend your 2006 ESG funds. Also, keep in mind that your 2005 ESG grant ends April 30, 2007.

A mandatory orientation/training will be scheduled for all ESG subrecipients later in the month of October. We will keep you informed of the date for this training. It is important that persons involved in preparing the reimbursements be present.

Should you have any questions, please contact our office at 787-8127.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diana R. Serna".

Diana R. Serna
Executive Director

DRS/no

Enc.

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

**EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

This Agreement, made and entered into on this the 11th day of July, 2006 by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "ENTITY," a political subdivision of the State of Texas and **Hidalgo County Homeless Coalition**, a neighborhood based not-for-profit organization, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

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

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

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

**SECTION I
Rules and Regulations**

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESGP funds.

SECTION II

Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work**, of this Agreement for and in consideration of ESGP funding in the amount of **\$ 3,000.00** enumerated in **Exhibit B: Payment Schedule**.

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

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

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

SECTION III

Records and Reports

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

SECTION IV

Monitoring Visits

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

SECTION V

Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESGP-funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESGP-funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESGP funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI

Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structures funded under this Agreement are used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII

Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached). *(Please note that there are no longer any attachments to Circular A-110).*

SECTION IX

Audit Requirements

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

SECTION X

Suspension and Termination

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

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and Hidalgo County Homeless Coalition**.

SECTION XI

Assets

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

Any asset acquired or improved in part or in whole with ESGP funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

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

SECTION XII

Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESGP funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESGP funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time periods shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII

Indemnity Clause

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

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

SECTION XIV

Procurement

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

SECTION XV

Conflict of Interest

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

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

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

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

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

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

SECTION XVIII
Miscellaneous Provisions

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

14.02 No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14.03 Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly nor through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

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

14.05 Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally

delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

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

If to **SUBRECIPIENT**:

Hidalgo County Homeless Coalition
c/o City of McAllen - P.O. Box 220
McAllen, TX 78505
Fed I.D. # 20-1017016

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

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

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

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

14.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

14.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

SECTION XIX
Effective Date

The effective date of this contract shall be the 11th day of July, 2006, such date being the date the County Commissioners' Court approved entering into this Agreement with SUBRECIPIENT, and shall terminate on the 31st day of December, 2007. *Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP).

Approved and signed this 18th day of Aug, 2006.

Yvette Balderas
Yvette Balderas, President

Executing Official

Subrecipient Firm Name: Hidalgo County Homeless Coalition

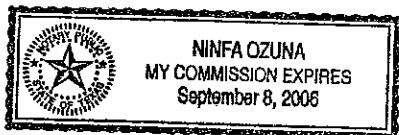
Address: c/o City of McAllen - P.O. Box 220
McAllen, TX 78505

Fed. I.D. # or Soc. Sec. #: 20-1017016

STATE OF TEXAS {
COUNTY OF HIDALGO {

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

Subscribed and sworn to before me this 18th day of Aug, 2006.



Ninfa Ozuna
Notary Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Hilda Parzan

Diana R. Serna
Diana R. Serna
UCP Executive Director

Exhibit A Statement of Work

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

The funding of _____ will:

PLEASE BE SPECIFIC IN YOUR PROPOSED STATEMENT OF WORK

See Attached

The following services will be performed in this manner:

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

The following type of beneficiaries will be served:

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

Exhibit A – SOW

The funding for the Hidalgo County Homeless Coalition – Emergency Shelter Grant will provide sheltered and unsheltered homeless individuals and families the following services:

- Supply over-the-counter medicine such as antiseptic and ointments
- Provide meals sensitive to the clients that we are serving
- Distribute items such as blankets, clothing and bags/backpacks
- Make available hygiene items such as toothbrushes, toothpaste, toiletries, hand towels, soap, etc.

The following services will be performed in this manner:

We will provide these services in a coordinated effort throughout the County focusing on different locations each month. Currently, we are providing these services within the City of McAllen on the first Wednesday of each month. Based on the geographic need in areas outside of McAllen, we may be able to repeat this outreach in those cities. Additionally, funds will be utilized in conjunction with the point-in-time study.

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

There are only three shelters in Hidalgo County: The Salvation Army's emergency shelter is used by the general public and the emergency and transitional shelters operated by Women Together are used by victims of domestic violence. We are intending to expand services to homeless individuals and families by including services to persons who are sheltered and those who are unsheltered. At the current time, we are the only agency coordinating these services.

The following types of beneficiaries will be served:

Individuals and families who are homeless or threatened with homelessness will be served. We will indicate their status on the HUD-approved eligibility form.

The services will be provided at the following addresses and/or locations:

The services will be provided at places frequented by homeless individuals and families including shelters, parks, under freeways, etc. These locations will be requested from local law enforcement personnel who know the areas best. Additionally, member agencies will provide information on potential locations. The project will be coordinated by the City of McAllen – Community Development Office located at 200 S. 10th St., Ste. 1300. Correspondence may be sent to the CD Office at P.O. Box 220, McAllen, TX 78505-0220.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Clothing - underclothes, socks, shoes, gloves, shirts, pants, jackets, etc.	\$ 1,000
Food/Drinks	\$ 600
Blankets	\$ 500
Hygiene Items - Toothbrushes, toothpaste, washcloths, soap, shampoo, deodorant, etc.	\$ 400
Bags/Backpacks	\$ 250
Meicine, - ointment, antiseptic, bandages, etc.	\$ 250
	\$
	\$
TOTAL GRANT BUDGET:	\$ 3,000 ✓

Exhibit B -2
PAYMENT SCHEDULE

EXHIBIT B-1
PAYMENT SCHEDULE

<u>20 06- 20 07</u> For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2006	165.00	Clothing, food, blankets, hygiene items, bags/backpacks and medicine
Aug. 2006	165.00	same
Sept. 2006	165.00	same
Oct. 2006	165.00	same
Nov. 2006	165.00	same
Dec. 2006	165.00	same
Jan. 2007	165.00	same
Feb. 2007	165.00	same
March 2007	165.00	same
April 2007	165.00	same
May 2007	165.00	same
June 2007	165.00	same
July 2007	165.00	same
Aug. 2007	165.00	same
Sept. 2007	165.00	same
Oct. 2007	165.00	same
Nov. 2007	165.00	same
Dec. 2007	195.00	same
Total	3,000.00	

Exhibit C

Records & Reports

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

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

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

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:

- a). Period covered by Performance Report
- b). Type of services provided
- c). Type of Equipment/Supplies Purchased
- d). Amount of fund Expended
- e). Number of Beneficiaries Served & Ethnicity Data
 - _____ White, non Hispanic
 - _____ Black, non Hispanic
 - _____ Native American
 - _____ Asian or Pacific Islander
 - _____ Hispanic
 - _____ Total

- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name:** List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.
- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type - Rehabilitation, Services, Operation - is presented.)
- ☐ **Activity Types:** Briefly describe the accomplishments from each eligible activity - Rehabilitation, Services, Operations - funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.
- ☐ **Homeless Beneficiaries:** For each shelter/facility assisted use the following codes for describing the types of beneficiaries:
 - UM - Unaccompanied Men
 - UW - Unaccompanied Women
 - UFY - Unaccompanied Female Youth under 18 years of age
 - UMY - Unaccompanied Male Youth under 18 years of age
 - SPF - Single Parent Families
 - TPF - Two Parent Families
 - AC - Adult Couples without children
 - DK - Don't Know

Note: If there is more than one beneficiary type, list all with the predominant beneficiary type listed first.

- ☐ **Racial and Ethnic Data:** During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

Estimated average number served per day/night _____.

☐ Racial and Ethnic Data (Continued):

Portion Served:

_____	White, non Hispanic
_____	Black, non Hispanic
_____	Native American
_____	Asian or Pacific Islander
_____	Hispanic
_____	Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

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

SUBRECIPIENT must maintain proper financial records.

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

2006-2007 For the Month of	Number of Beneficiaries	Services
July 2006	12	Emergency Shelter-Maint. & Oper.-Homeless Prevention Activities
Aug. 2006	12	"
Sept. 2006	12	"
Oct. 2006	12	"
Nov. 2006	12	"
Dec. 2006	12	"
Jan. 2007	40	"
Feb. 2007	12	"
March 2007	12	"
April 2007	12	"
May 2007	20	"
June 2007	35	"
July 2007	12	"
Aug. 2007	12	"
Sept. 2007	12	"
Oct. 2007	12	"
Nov. 2007	12	"
Dec. 2007	12	"
Total	275	"

AI-7164

5.G.

**Amendment - Salv. Army
CC REGULAR**

Date: 12/26/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Requesting authorization to amend the subrecipient agreement with The Salvation Army for ESG Yr. 19 (2006). The amendment will increase the budget for The Salvation Army from \$130,500 to \$133,500.

BACKGROUND

The amended budget will allow The Salvation Army to purchase comfort kits that will be made available to the homeless of Hidalgo County. This amount was originally awarded to the Hidalgo County Homeless Coalition.

Original Amount Awarded The Salvation Army:	130,500.00
Increase	<u>3,000.00</u>
Total Award	133,500.00

Fiscal Impact

Attachments

Link: Salv. Army amend.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/18/2007 08:15 AM	APRV
2	Erika Reyna	Erika Reyna	12/18/2007 03:12 PM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 05:55 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 11:59 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 02:09 PM	APRV

Form Started By: Estella Webber

Started On: 12/17/2007 04:43 PM

Final Approval Date: 12/21/2007

AMENDMENT #1

This agreement is hereby amended by Commissioners' Court to increase the budget amount for The Salvation Army for its ESG Program-Yr 19 (2006) from \$130,500.00 to \$133,500.00. The additional \$3,000 will be used for the purchase of comfort kits for the homeless people of Hidalgo County.

	Original Budget	Amended Budget
Maintenance & Operations	91,354.00	91,354.00
Essential Services	29,146.00	32,146.00
Homeless Prevention	<u>10,000.00</u>	<u>10,000.00</u>
Total	130,500.00	133,500.00

Approved on this the 26th day of December, 2007 by Commissioners' Court.

APPROVED BY:

Hidalgo County –Urban County Program

Diana R. Serna, Director

Date

APPROVED BY:

The Salvation Army

Captain Dan Ford

AI-7098

6.A.

**Claim-County Clerk ACS
CC REGULAR**

Date: 12/26/2007
Submitted By: Lil Hernandez, COUNTY CLERK
Submitted For: Lil Hernandez
Department: COUNTY CLERK
Agenda Area: County Clerk

Information

CAPTION

A. Discussion, consideration, and approval of payment of the original contract in the amount of \$124,627.38 for ACS Government Records Services - Contract No. 06-068-05-30-ACS, Invoice No. 258129 after review and processing procedures are completed by County Auditor;

B. Discussion, consideration, and approval of claim in the total amount of \$18,444.06 (overage amount) for ACS Government Records Services, Invoice No. 258130 after review and processing procedures are completed by County Auditor;

C. Requesting authority for County Treasurer to issue checks after review and processing procedures are completed by County Auditor.

BACKGROUND

There was an overage of documents scanned and indexed resulting in the difference of total cost. Therefore, it is necessary to pay the amount of \$18,444.06 to complete the total amount invoiced.

ACS Service Contract #06-068-05-30-ACS. Total cost for services rendered as per contract is \$124,627.38 (refer to attached contract, Exhibit B). Contract period is from May 30, 2006 through May 30, 2007 (one year).

Note: Invoice No. 258129 is one penny over due to rounding. Correct amount to pay is \$124,627.38 as per contract. In addition the overage amount in invoice no. 258130 is also short by two pennies to due rounding. Correct overage amount to pay is \$18,444.06, please refer to attached corrected invoices.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-40-180-002-0-341

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount of invoice is \$143,071.44. Original amount as per contract is \$124,627.38. Amount of overage to be paid for ACS is \$18,444.06. Available Balance as of 12-13-07 \$509,762.87.

Attachments

Link: [Claim](#)

Link: [ACS Service Contract](#)

Link: [ACS Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 10:59 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/14/2007 03:55 PM	APRV
3	Dina Trevino	Dina Trevino	12/18/2007 04:05 PM	APRV
4	Ivan Cantu	Ivan Cantu	12/19/2007 04:08 PM	APRV
5	Auditor's Office	Becky Morales	12/21/2007 01:48 PM	APRV
6	Purchasing Department	Marty Salazar	12/21/2007 02:24 PM	APRV
7	Court Administrator	Monica Badillo	12/21/2007 02:40 PM	APRV

Form Started By: Lil Hernandez

Started On: 12/13/2007 10:35 AM

Final Approval Date: 12/21/2007

December 13, 2007

To: PURCHASING DEPARTMENT

Fr: COUNTY CLERK DEPARTMENT

Re: CLAIM

This office is requesting to be reviewed as a possible claim for payment to the ACS Government Records Services. There was an overage of documents scanned and indexed resulting in the difference of total cost. Therefore, it is necessary to pay the amount of \$18,444.06 to complete the total amount invoiced.

Account# - 7-1100-415-40-180-002-0-341 - \$18,444.06

If you should have any questions, please feel free to contact me at 318-2100 or by fax 318-2067.

Department Head Signature

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-068-05-30

THIS CONTRACT is made and entered into this **30th** day of **May, 2006** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **ACS State & Local Solutions, Inc.** a New York Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for **“Scanning and Indexing of Probate Books”** for **Hidalgo County Clerk’s Office** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, 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 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 to locations at **Hidalgo County Clerk’s Office**. 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 **Hidalgo County** following a request for Services by the **Hidalgo County** or

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, beginning **May 30, 2006** and ending on **May 30, 2007** and shall remain contingent upon aggregate amount expended for this contract.

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. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons 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.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company agrees to defend , indemnify and hold harmless the County of Hidalgo its officers, agents, employees and volunteers for any and all liability caused by the negligence or willful act of the Company arising out of the performance of this agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto, without set-off due to the Company's rights, if any, to apportionment between joint tort feasons. This indemnity obligation extends to but is not limited to all acts, omissions, and active and/or passive negligence by the Company. Nothing contained in this indemnity provision shall be construed to require the Company to indemnify the County in contravention of Section 2782 of the Civil Code.

Company shall hold the County of Hidalgo, its officers, agents, servants and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or uncopy righted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. 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 performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. 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, 2nd Floor
Edinburg, Texas 78539**

If to Company **ACS State & Local Solutions, Inc.
Attn: Lynn Moore, Sr, President
2800 West Mockingbird Lane
Dallas, Texas 75235**

13. 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.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. 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.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2005.

COUNTY OF HIDALGO

ATTEST:

Eddy Trevino
Eddy Trevino, Interim County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5-30-06

COMPANY: ACS State & Local Solutions, Inc.

By: Daryl W. Conner
Printed Name: Daryl W. Conner
Title: Controller

Approved by Commissioners' Court on May 30, 2006

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Atlas & Hall

SECTION I

**REQUIREMENTS, SPECIFICATIONS
AND QUALIFICATIONS**

SECTION I

HIDALGO COUNTY CLERK'S OFFICE "SCANNING AND INDEXING FOR PROBATE BOOKS" RFP NO. 2006-068-03-01-VGG

REQUIREMENTS, SPECIFICATIONS AND QUALIFICATIONS

PROJECT SCOPE:

Proposer will scan index probate case files. Images will be grouped as cases and all cases will be indexed in accordance with the exhibit matrix supplied by "The Software Group" (TSG) for probate records. Scanned and indexed case files will be delivered to the Hidalgo County Clerk in a format supplied and approved by TSG.

IMAGE SCANNING RELATED TASKS AND WORKFLOW

The proposer's personnel will transport boxed files from the Hidalgo County Clerk's Office and storage facility to the vendor's site. The files will be prepped for scanning by removing staples and paper clips. After scanning, documents will be reassembled and reinserted into the file in the order found.

Images will be quality control checked and tagged (grouped together to form each case and identified by the case ID number). After review by quality control personnel pages will be re-scanned and tagged as needed.

Proposer will return Probate case files to the Hidalgo County Clerk's office at the conclusion of the project. Project duration is scheduled for completion in five months or less. While the vendor is in possession of the files, fax or scanned images of records will be forwarded to the Hidalgo County Clerk's Office to fill record access and copy requests.

RECORD INDEXING AND VERIFYING TASKS:

Proposer data entry personnel located in the State of Texas will index and verify the following fields of information (for Probate files) using the scanned images of the case records:

TSG Exhibit Matrix

Probate (PR)	Format
Case ID	NNNNN
Decedent Name	Last, First, Middle, Suffix
Case Date	MM/DD/YYYY

Case ID represents the sequential Probate case file numbers 1 through 26,912 for Guardianship and Estate files. Small Estates are numbered 1 through 1,149. To avoid possible file number confusion the vendor will deliver separate databases and identify each by:

1. Small Estates
2. Guardianship and Estates

COMPLETED PRODUCT

At the completion of the project, the proposer will deliver scanned and indexed case file images on an industry standard portable USB drive. A copy of the data will be stored at the proposers Data Center for backup to provide TSG time to import the data into the Hidalgo County case management system. The proposer will retain the backup copy until receiving written confirmation from the county indicating the data importation is complete. All fees must be factored in the per document price such as travel and other expenses.

VENDOR REQUIREMENTS

- Proposer must have a proven positive relationship with The Software Group;
- Proposer must submit a project plan that explains how the project will be done along with a time line of the total project;
- Will store all data off site;
- All processing must occur in the State of Texas (information can not leave Texas);
- Utilize paper canning with automatic exposure, de-skew, de-speckle and auto-cropping.

EVALUATION CRITERIA

Proposing submitters will address all components and requirements of this RFP. Contract will be awarded to submitter proving the best response to this RFP as determined by the Hidalgo County Clerk's Office. Pricing will be taken into consideration. Hidalgo County Clerk's Office reserves the right to negotiate with the proposer(s) considered to be best suited for contract award, award contract without negotiation or reject all offers.

PROBATE RECORD COUNTS

Guardianship and Estate Case Files	26,921
Small Estate Case Files	1,149
Estimated Page Count	28,061

EXHIBIT “B” COST PROPOSAL

COST INFORMATION WORKSHEET

Total Cost of Official Records Project: \$124,627.38

Please provide a detailed listing of service prices on a single unit basis (unless specified). This form can be expanded as required. Please submit any exceptions as an attachment(s).

Task	Unit	Unit Cost	Total
<i>Scanning</i>	960,720 (pages)	\$0.0985	\$94,630.92
Additional Services			
Separate Correspondence from Scannable Documents	960,720 (pages)	\$0.01	\$9607.20
Separate Pages by Document Type	960,720 (pages)	\$0.011	\$10,567.92
<i>Indexing</i>	28,061 (Case Files)	\$0.297	\$8,334.11
Additional Services			
Index Document Types within Case	28,061 (Case Files)	\$0.053	\$1,487.23

EXHIBIT “C” INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

07/01/2006

DATE (MM/DD/YY)

02/23/2006

PRODUCER

LOCKTON COMPANIES OF DALLAS
717 N. HARWOOD, LB#27
DALLAS TX 75201
214-969-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**INSURED**

1025979

Affiliated Computer Services, Inc.
ACS State & Local Solutions, Inc.
2828 N. Haskell
Dallas TX 75204

INSURER A: Ace American Ins. Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

AH

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	HDOG2172169	07/01/2005	07/01/2006	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC
A	AUTOMOBILE LIABILITY	ISAHO7942059	07/01/2005	07/01/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
☐ HIRED AUTOS					
☐ NON-OWNED AUTOS					
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	☐ ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
					AUTO ONLY: AGG \$ XXXXXXXX
	EXCESS LIABILITY	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ XXXXXXXX
	☐ DEDUCTIBLE ☐ UMBRELLA FORM				\$ XXXXXXXX
	☐ RETENTION \$				\$ XXXXXXXX
					\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRC44187929	07/01/2005	07/01/2006	☒ 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				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Scanning & Indexing for Probate Books - RFP # 06-068-03-01-VGG. This certificate is only for RFP purposes. Proposal due date: 03/01/06. Certificate holder is named as additional insured on Commercial General Liability and Business Automobile Liability as their interests may appear.

CERTIFICATE HOLDER☒

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

2514103

Hidalgo County Purchasing Department
Attn: Martha L. Salazar - CPPB/Purchasing Agent
100 E. Cano - 4th Floor - Administration Building
Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25-S (7/97)

For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'AFFC001'.

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D. HIDALGO COUNTY AUDITORS' OFFICE/IT DEPT. -

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(a)(4)"a professional service" for a short term "Consulting/Support Services" for Hidalgo County's Financial Accounting/SAGE Systems for Hidalgo County Auditor/IT Departments

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. Approval of a short term "Professional/Consulting/Support Services Contract" with Lava Concepts & Consulting in an amount not to exceed \$ 7,500.00 for "Consulting/Support Services" for Hidalgo County's Financial Accounting/SAGE Systems for Hidalgo County Auditor/IT Departments

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made UNANIMOUS vote of approval.

E. HIDALGO COUNTY COLONIA ACCESS PROGRAM PRECINCT NO. 2-

1. Presentation for discussion, consideration, acceptance and approval (through project engineer, R. Gutierrez Engineering Inc) of Payment Application #7 in the amount of \$19,056.33 submitted by D.M. Roth, Inc. in connection with contract #C-CAP-05-008-06-15 Road Construction of: "South Tower Estates Subdivision(s)"

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Garza returns to the Court.

HIDALGO COUNTY CLERK'S OFFICE -

1. Presentation for discussion, consideration and approval of a negotiated contract (with Best and Final Offer) for "Equipment Operator" training services RFP 2006-097-03-22-LRM from the sole bidder received (as previously approved by C.C on May 9, 2006).

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time Judge Garcia returns to the Court.

G. HIDALGO COUNTY BUDGET & MANAGEMENT SAFETY DIVISION -

1. Presentation for discussion, consideration and approval of a final negotiated Best & Final Offer from Speed Shore for "Equipment Operator" training services RFP 2006-097-03-22-LRM from the sole bidder received (as previously approved by C.C on May 9, 2006).

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.



Government Records Services

INVOICE

Invoice 258129

Page Number: 1

Date: 12/17/2007

Customer: 289633

Please Remit Payments To:
 Affiliated Computer Services
 P.O. Box 201322
 Dallas TX 75320-1322

SOLD

TO: HIDALGO COUNTY CLERK
 HONORABLE ARTURO GUJARDO
 P.O. BOX 58
 EDINBURG TX 78540

SHIP

TO: HIDALGO COUNTY CLERK
 ATTN: ARTURO GUJARDO JR
 100 N. CLOSNER
 EDINBURG TX 78539

Amount Enclosed:

ORDER NO.		CUSTOMER	TERMS		DUE DATE
328015		289633	Due Upon Receipt		12/17/2007
ITEM NO.	DESCRIPTION	UM	QUANTITY	UNIT PRICE	AMOUNT
1005030	Scanning of Probate Records	EA	960,720	0.0985	94,630.92
1005030	Separate Correspondence from Scannable Documents	EA	960,720	0.0100	9,607.20
1005030	Separate Page by Document Type	EA	960,720	0.0110	10,567.92
1005030	Indexing Case Files	EA	28,061	0.2970	8,334.12
1005030	Indexing Document Types	EA	28,061	0.0530	1,487.23
	Contract#C-06-068-05-30 SO#10567376				
124,627.33					

124,627.38

Subtotal: ~~\$124,627.39~~

Tax:

Total: ~~\$124,627.39~~

124,627.38
 off due to rounding

12/17/2007 12:15 9563182867



Government Records Services

INVOICE

Invoice 258130

Page Number: 1

Date: 12/17/2007

Customer: 289633

Please Remit Payments To:
 Affiliated Computer Services
 P.O. Box 201322
 Dallas TX 75320-1322

SOLD

TO: HIDALGO COUNTY CLERK
 HONORABLE ARTURO GUAJARDO
 P.O. BOX 58
 EDINBURG TX 78540

SHIP

TO: HIDALGO COUNTY CLERK
 ATTN: ARTURO GUARJARDO JR
 100 N. CLOSNER
 EDINBURG TX 78539

Amount Enclosed:

ORDER NO.		CUSTOMER	TERMS		DUE DATE	
328016		289633	Due Upon Receipt		12/17/2007	
ITEM NO.		DESCRIPTION	UOM	QUANTITY	UNIT PRICE	AMOUNT
1005030	Scanning of Probate Records		EA	155,559	0.0985	15,322.56
1005030	Separate Correspondence from Scannable Documents		EA	155,559	0.0100	1,555.59
1005030	Separate Page by Document Type		EA	155,559	0.0110	1,711.15
1005030	Indexing Case Files (Overbilled)		EA	415	-0.2970	-123.26
1005030	Indexing Document Types (Overbilled) Contract#C-06-068-05-30 SO#10567376		EA	415	-0.0530	-22.00
						18,444.06

Subtotal: ~~\$18,444.04~~
 Tax:
 Total: ~~\$18,444.04~~

\$18,444.06
 068 dva to
 rounding

AI-7129

6.B.

**Approval to Collect Fees for County Clerk
CC REGULAR**

Date: 12/26/2007

Submitted By: Annette Muniz, COUNTY CLERK

Submitted For: Arturo Guajardo

Department: COUNTY CLERK

Agenda Area: County Clerk

Information

CAPTION

Requesting approval for the Justices of the Peace to collect Marriage License fees on behalf of the County Clerk in accordance with Texas Local Government Code §113.903.

BACKGROUND

Fiscal Impact

Attachments

Link: [J P Approval](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/17/2007 02:43 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/17/2007 03:37 PM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 02:53 PM	APRV
4	Purchasing Department	Marty Salazar	12/20/2007 04:26 PM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:12 AM	APRV

Form Started By: Annette Muniz
Started On: 12/17/2007 09:24 AM

Final Approval Date: 12/21/2007

AGENDA CAPTION:

Request approval for the Justices of the Peace to collect Marriage License fees on behalf of the County Clerk in accordance with Local Government Code § 113.903.

Background:

Local Government Code § 113.903 “Collection Made by One Officer on Behalf of Another”.

(a) With the prior consent of the commissioners court and the officer to whom funds are owed, a district, county, or precinct officer authorized by law to receive or collect money or other property that belongs to the county may receive or collect, on behalf of another district, county, or precinct officer, money or property owed to the county.

(b) If the officer collects money under this section, the officer shall deposit the money in accordance with Section 113.022.

(c) When the officer reports or deposits the collection, the officer shall file with the report or deposit a statement of:

- (1) the name of the party paying the money;
- (2) the amount received;
- (3) the purpose for which the amount was received; and
- (4) the officer on whose behalf the money was collected.

(d) The county auditor, or county clerk if there is no county auditor, and the county treasurer shall attribute money or property received or collected under this section to the account of the officer on whose behalf it is received or collected.

(e) A person who accepts a payment under the terms of this section shall issue a receipt for any money received to the payer of the debt.

AI-7211

7.A.

**Appt. of Fire Marshal
CC REGULAR**

Date: 12/26/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: County Judge's Office

Department: BUDGET & MANAGEMENT

Agenda Area: County Judge's Office

Information

CAPTION

Discussion, consideration and action on Appointment of Hidalgo County Fire Marshal in the Department of Homeland Security

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2007 10:23 AM	APRV
2	Auditor's Office		12/21/2007 03:48 PM	NEW
Form Started By: Monica Badillo			Started On: 12/21/2007 09:43 AM	
Final Approval Date: 12/21/2007				

AI-7212

7.B.

**Appt. of Budget Officer
CC REGULAR**

Date: 12/26/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: County Judge's Office

Department: BUDGET & MANAGEMENT

Agenda Area: County Judge's Office

Information

CAPTION

Discussion, consideration and action on Appointment of Hidalgo County Budget Officer as per Tx. Local Govt. Code Section 111.062

BACKGROUND

Fiscal Impact

Attachments

Link: [code](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2007 10:23 AM	APRV
2	Auditor's Office		12/21/2007 03:48 PM	NEW
Form Started By: Monica Badillo			Started On: 12/21/2007 09:44 AM	
Final Approval Date: 12/21/2007				

§ 111.062. APPOINTMENT OF BUDGET OFFICER; ABOLITION OF OFFICE. (a) The commissioners court of the county may appoint a county budget officer to prepare a county budget for the fiscal year.

(b) A county that establishes the office of county budget officer may abolish that office only by a formal action of the commissioners court. The court must take the action after the first day of the second month of the fiscal year and before the first day of the sixth month of the fiscal year. If the office is abolished, the duties of budget officer shall be performed by:

(1) the county judge, if the county has a population of 225,000 or less; or

(2) the county auditor, if the county has a population of more than 225,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 593, § 1, eff. June 13, 1993.

AI-7193

8.A.

Interlocal Agreement - County of Hidalgo and Hidalgo County Drainage District No. 1

CC REGULAR

Date: 12/26/2007

Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.

Submitted For: Joe Pena

Department: RIGHT OF WAY DEPT.

Agenda Area: Right of Way

Information

CAPTION

Approval of Interlocal Cooperation Agreement between County of Hidalgo and Hidalgo County Drainage District #1.

BACKGROUND

As it relates to IT, Insurance, County Treasurer & Budget & Management and Right of Way Department. Steve Crain prepared Amendment to Interlocal Agreement

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1100-341-50-000-001-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Potential revenue for services rendered to the Drainage District #1.

Attachments

Link: [amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/20/2007 08:20 AM	APRV
2	Dale Kennan	Dale Kennan	12/20/2007 11:05 AM	APRV
3	Auditor's Office	Becky Morales	12/21/2007 08:27 AM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 12:09 PM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 02:09 PM	APRV

Form Started By: Sandra Garcia

Started On: 12/19/2007 04:32 PM

Final Approval Date: 12/21/2007

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

This Amendment to Interlocal Cooperation Agreement is entered into by and between Hidalgo County Drainage District No. 1 ("District") and Hidalgo County ("County");

WHEREAS, on the 20th day of September, 2005, the District entered into an Interlocal Cooperation Agreement (the "Agreement") with County for accounting and procurement services to be provided to District by County; and

WHEREAS, the parties have mutually agreed to delete certain services provided District by County, add certain services provided to District by County, revise the compensation to County from District for such services, and to continue the Agreement under all other terms, conditions and covenants contained therein.

NOW THEREFORE, for the mutual consideration expressly herein, District and County agree as follows:

1. The provisions of the paragraph 1.C., 1.D., 1.E and 1.F of numbered paragraph 1 of the Agreement are hereby deleted in their entirety and paragraphs G. and H. of numbered paragraph 1 are re-lettered as paragraphs C. and D.
2. District and County entered into that certain Interlocal Cooperation Agreement dated December 28, 2006 ("Right of Way Agreement") which the District and County terminates by this Amendment on even date herewith. The following provision is added to the Agreement as paragraph 1.E:

The County, through its Right of Way Department (the "Department"), shall assist the District with compliance and interpretation of procedures for right of way and real property acquisitions and all property acquisitions and real estate matters shall be conducted in the usual and customary manner of the Department on an as needed basis.

3. The provisions of paragraph A of Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the following:

- A. For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and County but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum of One Hundred Thousand Dollars (\$100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates such that County receives no less than the actual cost to County of the services provided.

4. All other terms, conditions and covenants set forth in the Engineering Agreement shall remain in force and effect.

EXECUTED on the _____ day of _____, 2007.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

Juan De Dios Salinas, III
Chairman Board of Directors

HIDALGO COUNTY:

Juan De Dios Salinas, III
County Judge

AI-7190

9.A.

**2007 Interfund transfer for Pct. 1 Security Camera Project
CC REGULAR**

Date: 12/26/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Precinct 1 P/U Rds

Department: BUDGET & MANAGEMENT

Agenda Area: Precinct #1

Information

CAPTION

Approval of 2007 interfund transfer from Precinct 1 - Sanitation (1100) to Precinct 1 - Road Administration (1201, program 004) in the amount of \$9,500.00.

BACKGROUND

To fund the Security Retrofit Project for the Pct. 1 Administration Offices". Total Project Cost for Pct. 1 (Originally taken to CC at \$19,703.97 and funding transferred on 12/18/07 (see AI-7166)). Additional funding is needed to fully fund the new quote amount of \$29,174.67 (See AI-7166).

Installation of security cameras and door swipe system to commence during Dec. 2007 with completion in early 2008 as per Cruz Quintana from IT Dept and Noe Montez from Pct. 1

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1201-431-00-121-004-0-748

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Interfund transfer from various Precinct 1 - Sanitation accounts to PCT.1 RD ADM-OTHER EQUIPMENT in the total amount of \$9,500.00 (see attached)

Attachments

Link: 2007 Interfund from
PCT 1-Sanitation to Pct 1-RD
Adm

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/20/2007 07:43 AM	APRV
2	Erika Reyna	Erika Reyna	12/20/2007 08:51 AM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 07:00 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 12:09 PM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 02:09 PM	APRV

Form Started By: Dale Kennan

Started On: 12/19/2007 03:22
PM

Final Approval Date: 12/21/2007

DATE: December 19, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for the Precinct 1 - Road Administration (1201)

ACCOUNT NUMBER: 7-1100-432-00-121-001-0-XXX
7-1201-431-00-121-004-0-748

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **INTERFUND TRANSFER/S (TRANSFER IN/ OUT) (INCREASE/DECREASE) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
7-1100-432-00-121-001-0-434	SANITATION PCT.1-VEHICLE R&M SERVICE	(600.00)
7-1100-432-00-121-001-0-442	SANITATION PCT.1-EQUIP & VEHICLE RENTALS	(800.00)
7-1100-432-00-121-001-0-601	SANITATION PCT.1-OFFICE SUPPLIES	(300.00)
7-1100-432-00-121-001-0-607	SANITATION PCT.1-CLEANING & SANITATION	(700.00)
7-1100-432-00-121-001-0-613	SANITATION PCT.1-SAFETY SUPPLIES	(500.00)
7-1100-432-00-121-001-0-630	SANITATION PCT.1-FOOD	(300.00)
7-1100-432-00-121-001-0-664	SANITATION PCT.1-OTHER MINOR EQUIPMENT	(2,000.00)
7-1100-432-00-121-001-0-681	SANITATION PCT.1-VEHICLE R&M SUPPLIES	(300.00)
7-1100-432-00-121-001-0-683	SANITATION PCT.1-LUBRICANTS	(1,000.00)
7-1100-432-00-121-001-0-684	SANITATION PCT.1-TIRES & TUBES	(1,000.00)
7-1100-432-00-121-001-0-739	SANITATION PCT.1-OTHER STRUCTURES	(1,000.00)
7-1100-432-00-121-001-0-748	SANITATION PCT.1-OTHER EQUIPMENT	(1,000.00)
7-1100-491-01-000-201-0-891	TRANSFERS OUT-	9,500.00
7-1201-391-01-000-100-0-000	TRANSFERS IN-	9,500.00
7-1201-431-00-121-004-0-748	PCT.1 RD ADM-OTHER EQUIPMENT	9,500.00
TOTAL BUDGET INCREASE (DECREASE) 1100		0.00
TOTAL BUDGET INCREASE (DECREASE) 1201		9,500.00

REASON: To aquire additional funding as needed for the Security Retrofit Project for the Pct. 1 Administration Offices". Total Project Cost for Pct. 1 (Originally taken to CC at \$19,703.97 and funding transferred on 12/18/07 (see AI-7166)). Additional funding is needed to fully fund the new quote amount of \$29,174.67 (See AI-7166).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-7196

10.A.

**Position and Employee Transfer
CC REGULAR**

Date: 12/26/2007

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Commissioner Precinct No. 3

Department: BUDGET & MANAGEMENT

Agenda Area: Precinct #3

Information

CAPTION

1. Discussion, consideration and approval to transfer one (1) filled full-time permanent Administrative Secretary position, slot no. 0021 and employee no. 152951 from County Judge's Office (110-006) to Precinct No. 3 Road & Bridge (123-005) department.
2. Approval of 2007 interfund transfer from County Judges (110-006) to Precinct No. 3 R&B (123-005) in the amount of \$454.12.
3. Approval of revised salary schedules

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact. Funding to be transferred with position. RC 12/19/2007

Attachments

Link: [Fiscal Note](#)

Link: [Interfund Transfer](#)

Link: [Revised Salary
Schedule- Co Judge](#)

Link: [Revised Salary
Schedule- PCT No. 3 R&B](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	12/21/2007 03:08 PM	APRV
2	Budget & Management	Monica Badillo	12/21/2007 03:26 PM	APRV
3	Auditor's Office		12/21/2007 03:48 PM	NEW

Form Started By: Rosie Cantu
Started On: 12/19/2007 04:51 PM

Final Approval Date: 12/21/2007

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: Wednesday, December 26, 2007

Agenda Item: AI-7196

Summary of request/proposal: The Co Judge's Office and Commissioner Precinct No. 3 R&B department are requesting approval to transfer one (1) filled full-time permanent Administrative Secretary position, slot no. 0021 and employee no. 152951 from County Judge's Office (110-006) to Precinct No. 3 Road & Bridge (123-005) department.

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obj</u>	<u>Current Budgeted Salary</u>	<u>Budgeted Salary Requested</u>	<u>Total Adjustment Requested</u>
1203	ADM SECRETARY	0064	113	\$0.00	\$21,618.00	\$21,618.00

\$0.00	\$21,618.00	\$21,618.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1203-431-00-123-005-0-113	PCT.3 P/U RD- PERM F/T EMPLOYEES	\$331.31
7-1203-431-00-123-005-0-211	PCT.3 P/U RD- HEALTH INSURANCE	\$63.82
7-1203-431-00-123-005-0-212	PCT.3 P/U RD- LIFE INSURANCE	\$0.51
7-1203-431-00-123-005-0-220	PCT.3 P/U RD- FICA	\$25.35
7-1203-431-00-123-005-0-230	PCT.3 P/U RD- RETIREMENT	\$29.55
7-1203-431-00-123-005-0-250	PCT.3 P/U RD- UNEMPLOYMENT COMP	\$1.66
7-1203-431-00-123-005-0-260	PCT.3 P/U RD- WORKER'S COMP	\$1.92
		\$454.12

2008 Budgetary Impact: \$ 29,630.58

Possible Funding Sources: FUNDING IDENTIFIED

Budget Office Recommendation: INTERFUND TRANSFER FROM CO JUDGES TO PCT NO. 3 R&B.

DATE: December 21, 2007

DEPARTMENT HEAD: VALDE GUERRA

AI-7196

DEPARTMENT NAME: DEPT OF BUDGET & MGMT FOR CO JUDGE'S OFFICE/ COMMISSIONER PRCT No. 3 R&B

ACCOUNT NUMBER: 7-1201-431-00-121-00X-0-XXX

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: **InterFund 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 InterFund 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
7-1100-413-00-110-006-0-	113	CO JUDGE-	PERM F/T EMPLOYEES	(331.31)
7-1100-413-00-110-006-0-	211	CO JUDGE-	HEALTH INSURANCE	(63.82)
7-1100-413-00-110-006-0-	212	CO JUDGE-	LIFE INSURANCE	(0.51)
7-1100-413-00-110-006-0-	220	CO JUDGE-	FICA	(25.35)
7-1100-413-00-110-006-0-	230	CO JUDGE-	RETIREMENT INSURANCE	(29.55)
7-1100-413-00-110-006-0-	250	CO JUDGE-	UNEMPLOYMENT	(1.66)
7-1100-413-00-110-006-0-	260	CO JUDGE-	WORKER'S COMP	(1.92)
7-1100-491-01-000-203-0-	891	TRANSFERS OUT-	R&B PCT.1	454.12
7-1203-391-01-000-100-0-	000	TRANSFER IN-	GENERAL FUND	454.12
7-1203-431-00-123-005-0-	113	PCT.3 P/U RD	PERM F/T EMPLOYEES	331.31
7-1203-431-00-123-005-0-	211	PCT.3 P/U RD	HEALTH INSURANCE	63.82
7-1203-431-00-123-005-0-	212	PCT.3 P/U RD	LIFE INSURANCE	0.51
7-1203-431-00-123-005-0-	220	PCT.3 P/U RD	FICA	25.35
7-1203-431-00-123-005-0-	230	PCT.3 P/U RD	RETIREMENT INSURANCE	29.55
7-1203-431-00-123-005-0-	250	PCT.3 P/U RD	UNEMPLOYMENT	1.66
7-1203-431-00-123-005-0-	260	PCT.3 P/U RD	WORKER'S COMP	1.92
TOTAL BUDGET INCREASE (DECREASE)				454.12

REASON: INTERFUND TRANSFER TO COVER THE TRANSFER OF ONE (1) ADM SECRETARY POSITION SLOT 110-006-0021 FROM CO JUDGES OFFICE TO PRECINCT NO. 3 R&B EFFECTIVE 12/26/2007.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

**1100-413-00-110-006-0
CO JUDGE**

AI-7196

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	111	COUNTY JUDGE	\$84,018.00	\$20,982.00	\$105,000.00	0	\$0.00	\$0.00	\$105,000.00	\$86,539.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$94,539.00
0002	113	CHIEF ADMINISTRATOR	\$72,407.00	\$0.00	\$72,407.00	0.03	\$2,172.00	\$0.00	\$74,579.00	\$74,579.00	\$0.00	\$0.00	\$0.00	\$5,400.00	\$0.00	\$79,979.00
0003	113	ASST CHIEF ADMIN	\$58,787.00	\$0.00	\$58,787.00	0.03	\$1,764.00	\$9,349.00	\$69,900.00	\$69,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,900.00
0004	113	ECONOMIC DEVELOP COORDINATOR	\$54,226.00	\$0.00	\$54,226.00	0.03	\$1,627.00	\$9,147.00	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,000.00
0005	113	EMERGENCY MNGT COORD	\$54,075.00	\$0.00	\$54,075.00	0.03	\$1,622.00	\$9,303.00	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,000.00
0006	113	ADMINISTRATIVE ASSISTANT	\$25,744.00	\$0.00	\$25,744.00	0.0675	\$1,738.00	\$22,518.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
0007	113	ADMINISTRATIVE AIDE I	\$44,558.00	\$0.00	\$44,558.00	0.03	\$1,337.00	(\$18,413.00)	\$27,482.00	\$27,482.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,482.00
0010	113	ASSISTANT EMERGENCY MANAGEMENT COORDINATOR	\$0.00	\$45,000.00	\$45,000.00	0	\$0.00	\$0.00	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00
0011	113	EXECUTIVE ASST	\$43,260.00	\$0.00	\$43,260.00	0.03	\$1,298.00	\$0.00	\$44,558.00	\$44,558.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,558.00
0012	113	ADMINISTRATIVE ASSISTANT	\$44,558.00	\$0.00	\$44,558.00	0.03	\$1,337.00	(\$2,895.00)	\$43,000.00	\$43,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,000.00
0015	113	PUBLIC HEALTH LIAISON	\$0.00	\$43,000.00	\$43,000.00	0	\$0.00	\$0.00	\$43,000.00	\$43,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,000.00
0016	113	ADMIN AIDE II	\$40,402.00	\$0.00	\$40,402.00	0.03	\$1,212.00	\$0.00	\$41,614.00	\$37,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,000.00
0018	113	ADMINISTRATIVE AIDE II	\$39,475.00	\$0.00	\$39,475.00	0.045	\$1,776.00	\$0.00	\$41,251.00	\$41,251.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,251.00
0019	113	ADM SECRETARY	\$29,048.00	\$0.00	\$29,048.00	0.0675	\$1,961.00	\$0.00	\$31,009.00	\$31,009.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,009.00
0020	113	ADMINISTRATIVE AIDE I	\$25,744.00	\$0.00	\$25,744.00	0.0675	\$1,738.00	\$0.00	\$27,482.00	\$27,482.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,482.00
~~0021~~	~~113~~	~~ADM SECRETARY~~	~~\$20,251.00~~	~~\$0.00~~	~~\$20,251.00~~	~~0.068~~	~~\$1,367.00~~	~~\$0.00~~	~~\$21,618.00~~	~~\$21,618.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$21,618.00~~
0022	114	ADMIN AIDE	\$0.00	\$12,000.00	\$12,000.00	0	\$0.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0023	114	ADMIN AIDE	\$0.00	\$12,000.00	\$12,000.00	0	\$0.00	\$0.00	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00
0024	113	ADMINISTRATIVE ASSISTANT	\$0.00	\$48,000.00	\$48,000.00	0	\$0.00	\$0.00	\$48,000.00	\$44,558.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,558.00
TOTAL			\$616,302.00	\$180,982.00	\$797,284.00		\$19,582.00	\$29,009.00	\$845,875.00	\$807,358.00	\$0.00	\$0.00	\$0.00	\$13,400.00	\$0.00	\$820,758.00

ADM SECRETARY POSITON, SLOT 110-006-0021 AND EMPLOYEE TO BE TRANSFERRED TO PRECINCT NO. 3 R&B PENDING CC APPROVAL.

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

**1203-431-00-123-005-0
PCT.3 P/U RD**

AI-7196

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	\$62,938.00	\$12,062.00	\$75,000.00	0.03	\$2,250.00	\$0.00	\$77,250.00	\$77,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,250.00
0002	113	COORDINATOR	\$65,750.00	\$6,250.00	\$72,000.00	0.03	\$2,160.00	\$0.00	\$74,160.00	\$74,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74,160.00
0003	113	EXECUTIVE ASST	\$48,000.00	\$8,000.00	\$56,000.00	0.03	\$1,680.00	\$0.00	\$57,680.00	\$57,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,680.00
0004	113	FIELD OPER DIRECTOR	\$48,000.00	\$6,000.00	\$54,000.00	0.03	\$1,620.00	\$0.00	\$55,620.00	\$55,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,620.00
0005	113	ASST FIELD/OP DIR	\$44,000.00	\$2,000.00	\$46,000.00	0.03	\$1,380.00	\$0.00	\$47,380.00	\$47,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,380.00
0006	113	ASST. FILED OPERATIONS DIR.	\$36,000.00	\$10,000.00	\$46,000.00	0.03	\$1,380.00	\$0.00	\$47,380.00	\$47,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,380.00
0007	113	ADMINISTRATIVE AIDE	\$0.00	\$41,614.00	\$41,614.00	0	\$0.00	\$0.00	\$41,614.00	\$41,614.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,614.00
0008	113	PAVING SUPVSR	\$38,000.00	\$0.00	\$38,000.00	0.045	\$1,710.00	\$0.00	\$39,710.00	\$39,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,710.00
0009	113	COMMUNITY LIAISON	\$36,000.00	\$0.00	\$36,000.00	0.045	\$1,620.00	\$0.00	\$37,620.00	\$37,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,620.00
0010	113	MECHANIC III	\$33,863.00	\$0.00	\$33,863.00	0.045	\$1,524.00	\$0.00	\$35,387.00	\$35,387.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,387.00
0011	113	MAINTENANCE III	\$30,000.00	\$0.00	\$30,000.00	0.0675	\$2,025.00	\$0.00	\$32,025.00	\$32,025.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,025.00
0012	113	HUMAN RES SPEC	\$25,891.00	\$4,109.00	\$30,000.00	0.045	\$1,350.00	\$0.00	\$31,350.00	\$31,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,350.00
0013	113	HEAVY EQ OP III	\$26,000.00	\$2,000.00	\$28,000.00	0.0675	\$1,890.00	\$0.00	\$29,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0014	113	HEAVY EQ OP III	\$26,000.00	\$2,000.00	\$28,000.00	0.0675	\$1,890.00	\$0.00	\$29,890.00	\$29,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,890.00
0015	113	HEAVY EQ OP III	\$25,088.00	\$2,912.00	\$28,000.00	0.0675	\$1,890.00	\$0.00	\$29,890.00	\$29,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,890.00
0016	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0017	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0018	113	HEAVY EQ OP II	\$25,088.00	\$912.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0019	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0020	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0021	113	HEAVY EQ OP III	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00
0022	113	HEAVY EQ OP III	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0023	113	RECEPTIONIST/CLERK	\$20,800.00	\$5,200.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0024	113	MAINTENANCE III	\$21,730.00	\$3,770.00	\$25,500.00	0.0675	\$1,721.00	\$0.00	\$27,221.00	\$27,221.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,221.00
0025	113	HEAVY EQ OP III	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0026	113	TRCK DRIVER II	\$25,000.00	\$0.00	\$25,000.00	0.0675	\$1,688.00	\$0.00	\$26,688.00	\$26,688.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,688.00
0027	113	TRCK DRIVER II	\$24,500.00	\$0.00	\$24,500.00	0.0675	\$1,654.00	\$0.00	\$26,154.00	\$26,154.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,154.00
0028	113	HEAVY EQUIPMENT OPERATOR III	\$24,357.00	\$0.00	\$24,357.00	0.0675	\$1,644.00	\$0.00	\$26,001.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0029	113	OFFICE CLERK	\$0.00	\$26,000.00	\$26,000.00	0	\$0.00	\$0.00	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,000.00
0030	113	MECHANIC II	\$24,136.00	\$0.00	\$24,136.00	0.0675	\$1,629.00	\$0.00	\$25,765.00	\$25,765.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,765.00
0031	113	INVOICE CLERK	\$20,135.00	\$3,865.00	\$24,000.00	0.0675	\$1,620.00	\$0.00	\$25,620.00	\$25,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,620.00
0032	113	TRCK DRIVER II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0033	113	TRCK DRIVER III	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0034	113	TRCK DRIVER II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0035	113	TRCK DRIVER II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0036	113	TRCK DRIVER III	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0037	113	MAINTENANCE II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

**1203-431-00-123-005-0
PCT.3 P/U RD**

AI-7196

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	
0038	113	MAINTENANCE II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0039	113	TRCK DRIVER I	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0040	113	MAINTENANCE I	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0041	113	TRF SA/SPC II	\$22,966.00	\$0.00	\$22,966.00	0.0675	\$1,550.00	\$0.00	\$24,516.00	\$24,516.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,516.00
0042	113	MAINTENANCE I	\$20,135.00	\$1,665.00	\$21,800.00	0.0675	\$1,472.00	\$0.00	\$23,272.00	\$23,272.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,272.00
0043	113	HEAVY EQ OP III	\$21,730.00	\$0.00	\$21,730.00	0.0675	\$1,467.00	\$0.00	\$23,197.00	\$23,197.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,197.00
0044	113	TRCK DRIVER I	\$21,138.00	\$0.00	\$21,138.00	0.0675	\$1,427.00	\$0.00	\$22,565.00	\$22,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,565.00
0045	113	TRCK DRIVER I	\$21,138.00	\$0.00	\$21,138.00	0.0675	\$1,427.00	\$0.00	\$22,565.00	\$22,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,565.00
0046	113	MAINTENANCE III	\$20,572.00	\$228.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0047	113	TRCK DRIVER II	\$20,830.00	(\$30.00)	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0048	113	MAINTENANCE II	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0049	113	TRF SA/SPC II	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0050	113	MAINTENANCE I	\$18,122.00	\$2,678.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0051	113	MAINTENANCE I	\$20,000.00	\$800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0052	113	MAINTENANCE III	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$1,500.00	\$23,704.00	\$23,704.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,704.00
0053	113	CUSTODIAN	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0054	113	HEAVY EQ OP II	\$22,282.00	(\$1,482.00)	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0055	113	MAINTENANCE I	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0056	113	MAINTENANCE I	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0057	113	MAINTENANCE I	\$18,000.00	\$2,800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0058	113	MAINTENANCE I	\$18,000.00	\$2,800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0059	113	MAINTENANCE I	\$18,000.00	\$2,800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0060	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0061	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00
0062	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0063	113	TIRE REPAIR/MAINTENANCE	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$3,561.00	\$25,765.00	\$25,765.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,765.00
0064	113	ADM SECRETARY	\$0.00	\$21,618.00	\$21,618.00	0	\$0.00	\$0.00	\$21,618.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$1,587,583.00	\$174,561.00	\$1,762,144.00		\$96,731.00	\$5,061.00	\$1,863,936.00	\$1,770,442.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,770,442.00

NEW PROPOSED ADM SECRETARY POSITION, SLOT NO. 1123-005-0064 TO BE TRANSFERRED FROM CO JUDGES OFFICE, PENDING CC APPROVAL.

AI-7002

11.A.5.

Removal of Fixed Assets

CC REGULAR

Date: 12/26/2007

Submitted By: Dora Lopez, 92ND DISTRICT COURT

Submitted For: Dora Lopez

Department: 92ND DISTRICT COURT

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

Information

CAPTION

92nd District Court:

Approval to remove the following fixed assets from inventory list:

1. One (1) Laptop FOSA Celeron 600MHZ - Asset Tag Number 36397
2. One (1) Sony VAIO A170 C9/1.5 60GB CRW XPP - Tag Number 43006

BACKGROUND

Fiscal Impact

Attachments

Link: [affidavit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/19/2007 09:42 AM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 10:05 AM	APRV
3	Erika Reyna	Erika Reyna	12/19/2007 10:26 AM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 01:11 PM	APRV
5	Court Administrator	Monica Badillo	12/20/2007 01:14 PM	APRV

Form Started By: Dora Lopez

Started On: 12/11/2007 02:05 PM

Final Approval Date: 12/20/2007

AFFIDAVIT

It is my intent to attest that prior to Judge Ricardo P. Rodriguez, Jr. taking office, January 2007, the following items was not in the possession of the 92nd Hidalgo County Judicial District Court.

1. One (1) Laptop FOSA Celeron 600 MHZ – Asset Tag Number 36397
2. One (1) Sony VAIO A170 C9/1.5 60 GB CRW XPP – Tag Number 43006

All efforts were exhausted through the Hidalgo County Fixed Assets Division and 92nd District Court staff to locate these items. Due to the lapse of time and transition of county department staff, back-up information is not available. I respectfully request that the aforementioned items be removed from the inventory of the fixed assets.

I respectfully request that items be removed from our fixed assets inventory.

SIGNATURE: _____

Ricardo P. Rodriguez, Jr.

TITLE: _____

92nd Judicial District Judge

Before me, Elizabeth Acevedo, a Notary Public, appeared Ricardo P. Rodriguez, Jr. and his oath deposed and stated that the foregoing facts as set forth in the above affidavit are true and correct in every respect.



Elizabeth Acevedo
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

AI-6999
Interpreting
CC REGULAR

11.A.6.

Date: 12/26/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provide in contract) with Sign Language Interpreter. LLC.

BACKGROUND

Contract is on an as-needed basis for various County departments.

Fiscal Impact

FISCAL YEAR: 2007

FUNDS AVAILABLE Y/N?:

BUDGETARY IMPACT:

Health Dept.

ACCT. #: 1100-412-00-004-001-0-831

MATCHING FUNDS Y/N?:

FISCAL YEAR: 2007

FUNDS AVAILABLE Y/N?:

BUDGETARY IMPACT:

Human Services

ACCT. #: 1100-444-00-240-001-0-350

MATCHING FUNDS Y/N?:

FISCAL YEAR: 2007

FUNDS AVAILABLE Y/N?:

BUDGETARY IMPACT:

County Court #4

ACCT. #: 1100-412-00-024-001-0-831

MATCHING FUNDS Y/N?:

FISCAL YEAR: 2007

FUNDS AVAILABLE Y/N?:

BUDGETARY IMPACT:

Basic Supervision

ACCT. #: 1297-423-00-320-002-7-339

MATCHING FUNDS Y/N?:

Attachments

Link: [Sign Language](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 03:19 PM	APRV
2	Budget & Management	Dina Trevino	12/18/2007 04:17 PM	APRV
3	Rey Salazar	Rey Salazar	12/18/2007 05:25 PM	APRV
4	Sergio Cruz	Sergio Cruz	12/19/2007 11:38 AM	APRV
5	Auditor's Office	Becky Morales	12/20/2007 12:58 PM	APRV
6	Court Administrator	Monica Badillo	12/20/2007 01:14 PM	APRV

Form Started By: Mary Maldonado
Started On: 12/11/2007 01:35 PM

Final Approval Date: 12/20/2007



PURCHASING DEPARTMENT
County Of Hidalgo

December 17, 2007

Ms. Raquel R. Taylor
Sign Language Interpreters, LLC.
2708-C North 10th street, Pmb 266
McAllen, Texas 78501

Re: C-07-195-04-10- Qualified Interpreting Services

Dear Ms. Taylor:

Commissioners' Court will take applicable action (Tuesday, December 26, 2007) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is December 31, 2007. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 21, 2007, 5:00p.m., via facsimile to (956) 956-318-2629.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager

AI-7000

11.A.7.

**Drug Testing
CC REGULAR**

Date: 12/26/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provide in contract) with NTC Drug Testing Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1100-419-50-115-059-0-339

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

DBM Safety Division

Available balance is \$10,980.00 as of 12/18/07. Original 2007 budget was \$15,000.00 (presume similar funding in 2008).

FISCAL YEAR:

ACCT. #: 7-1100-421-00-280-001-0-339

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Sheriff's Dept.

Available balance is \$17,045.45 as of 12/18/07. Original 2007 budget was \$50,000.00 (presume similar funding in 2008).

Attachments

Link: Drug Testing

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 03:20 PM	APRV
2	Budget & Management	Dina Trevino	12/18/2007 04:18 PM	APRV
3	Dale Kennan	Dale Kennan	12/18/2007 04:34 PM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 01:05 PM	APRV
5	Court Administrator	Monica Badillo	12/20/2007 01:14 PM	APRV

Form Started By: Mary Maldonado

Started On: 12/11/2007 01:46
PM

Final Approval Date: 12/20/2007



PURCHASING DEPARTMENT
County Of Hidalgo

December 11, 2007

Ms. Susan Sanchez
NTC Drug Testing Services, Inc.
5717 N. 10th, Suite D
McAllen, Texas 78504

Re: C-07-219-06-25- Drug and Alcohol Testing Services

Dear Ms. Sanchez:

Commissioners' Court will take applicable action (Tuesday, December 18, 2007) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is December 31, 2007. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 14, 2007, 5:00p.m., via facsimile to (956) 956-318-2629.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager



PURCHASING DEPARTMENT
County Of Hidalgo

Rec'd
12-17-07
11:32 a.m.
SS.

December 17, 2007

Ms. Susan Sanchez
NTC Drug Testing Services, Inc.
5717 N. 10th, Suite D
McAllen, Texas 78504

Re: C-07-219-06-25- Drug and Alcohol Testing Services

Dear Ms. Sanchez:

Commissioners' Court will take applicable action (Tuesday, December 24, 2007) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is December 31, 2007. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 21, 2007, 5:00p.m., via facsimile to (956) 956-318-2629.

By: Susan Sanchez

Date: Dec. 17, 2007

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado

Mary A. Maldonado
Hidalgo County Contracts Manager

AI-7023

11.A.8.

Hidalgo County Pool of Professional Services - Authority to Advertise and approval of requirements

CC REGULAR

Date: 12/26/2007

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo
County

Information

CAPTION

Requesting authority to advertise and approval of qualifications, requirements and scopes of services as attached hereto for: "Hidalgo County Pool for Professional Services" for the following:

- Engineering Services (RFQ No. 2008-001-01-16-VYG)
- Architectural Services (RFQ No. 2008-002-01-16-MSS)
- Construction Materials Testing Services (RFQ No. 2008-003-01-16-ROL)
- Real Estate Appraisers (RFQ NO. 2008-004-01-16-OTM)
- Surveyors (RFQ No. 2008-004-01-16-OTM)

for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol- as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services as set forth

BACKGROUND

This is a County wide project and funding would need to be available and budgeted by user department.

Pool of Professional Services will include all funding sources (i.e. R&B, CIP, CAP, General Fund, All Grants, etc.) from all County Departments, Programs, and Entities.

Proposed schedule of events:

-Advertisement Dates:

Dec. 29, 2007

Jan. 5, 2008

-RFQ due date:

Jan. 16, 2008

Fiscal Impact

FISCAL YEAR:

ACCT. #: County Wide

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For funding availability please see attached "Exp Rpt for Obj 334 & 720-739". 2008 budget presumed to be similar to the 2008 original budget.

Attachments

Link: [Engineering Svcs](#)

Link: [Arquitectural Requirements](#)

Link: [Materials Testing](#)

Link: [Real Estate Appraiser and Surveyors](#)

Link: [Exp Rpt for Obj 334 & 720-739](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 04:16 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 08:15 AM	APRV
3	Dale Kennan	Dale Kennan	12/19/2007 09:10 AM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 01:20 PM	APRV
5	Court Administrator	Monica Badillo	12/20/2007 01:23 PM	APRV

Form Started By: Moises Salazar

Started On: 12/12/2007 08:58 AM

Final Approval Date: 12/20/2007

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period of One (1) Year. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Engineering Services-Hidalgo County"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** " as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 16, 2008**. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 08-001-01-16-VYG

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 9, 2008 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 11, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations

- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:

Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

- A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
 - 1. Copy of current license certification with state seal
 - 2. History of engineering certification from the State of Texas.
 - 3. List of projects related to the subject areas within the past year.
- C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.

- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:

Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:

If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 16, 2008.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

**HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS**

ENGINEERING SERVICES

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**HIDALGO COUNTY
ENGINEERING SERVICES
RFQ No. 2008-001-01-16**

RFQ EVALUATION FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Team Comments/Rationale For Points: _____ _____ _____	20	_____
2. Experience of Project Team Comments/Rationale For Points: _____ _____ _____	25	_____
3. Experience/Availability of Project Manager Comments/Rationale For Points: _____ _____ _____	20	_____
4. Understanding of Project Comments/Rationale For Points: _____ _____ _____	25	_____
5. Familiarity with Applicable Rules and Regulations Comments/Rationale For Points: _____ _____ _____	10	_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)
REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICES

RFQ No. 2008-002-01-16-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period of One (1) Year. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**Architectural Services-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications**" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 16, 2008. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 08-002-01-16-MSS

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Package Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 9, 2008 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 11, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. Please sign the original in **blue ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects

- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should add copies of their current insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

- A.
 - Building Design
 - Plans, drawings and specifications
 - Preparation of the Bid Packet
- B.
 - Construction Contract Management
 - Conduct all Field Testing and Inspections
 - Design for New Construction
 - Design for Alterations/Renovations
 - Needs Assessment
 - ADA Compliance
 - Code Analysis
 - Cost Estimating

Additionally, this section should include, but not be restricted to the following information:

- A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
 1. Copy of current license certification with state seal
 2. History of architectural certification from the Texas Board of Architectural Examiners.

3. General list of construction projects within the past year.
- C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENTS OF QUALIFICATIONS RANKING: Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 16, 2008.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B
SELECTION CRITERIA
HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS
ARCHITECTURAL SERVICES

(Including all funding sources, Programs, and Entities)

RFQ No. 2008-002-01-16-MSS

EVALUATION CRITERIA

RFQ No. 2008-002-01-16-MSS

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

**Hidalgo County
ARCHITECTURAL SERVICES
RFQ No. 2008-002-01-16-MSS**

RFQ EVALUATION FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		

2. Experience of Project Team	25	_____
Comments/Rationale For Points: _____		

3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		

4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		

5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

“CONSTRUCTION MATERIALS TESTING”

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period of One (1) Year. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**Hidalgo County-Construction Materials Testing**" (including all funding sources, Programs, and Entities)-**Request For Qualifications**" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 16, 2008**. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 08-003-01-16-ROL

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 9, 2008 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 11, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

Roadway Material Production and Construction Inspection Testing
Inspection of Hot Mix and Concrete Plants
Drilling and Logging of Soil Borings
Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
Roadway Construction Project located in Hidalgo County
TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

- a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
- b. Ability to perform Environmental Services

- c. Ability to perform Soil Density Testing
- d. Ability to perform Surveying and Sampling Soils
- e. Ability to perform Materials Testing (Asphaltic and Concrete)
- f. Ability to perform Material Testing and Laboratory Analysis
- g. Ability to perform Hot Mix Plant Inspections and Testing
- h. Ability to perform Transportation Foundation Studies
- i. Ability to perform Building Foundation Studies
- j. Ability to perform Professional Liability Insurance for \$1 Million Dollars without limiting liability to Professional Fees
- k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PART III - SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection,

outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

STATEMENTS OF QUALIFICATIONS RANKING:

Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:

If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 16, 2008.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

**HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS**

“CONSTRUCTION MATERIALS TESTING”

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (25)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

HIDALGO COUNTY
“CONSTRUCTION TESTING MATERIALS”
RFQ No. 2008-003-01-16-ROL

RFQ EVALUATION FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Staffing of Project Team Comments/Rationale For Points: _____ _____ _____	25	_____
2. Experience of Project Team/Ability to Commit Resources Comments/Rationale For Points: _____ _____ _____	25	_____
3. Methodology Comments/Rationale For Points: _____ _____ _____	25	_____
4. Understanding of Project/Similar Projects Comments/Rationale For Points: _____ _____ _____	25	_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT A

REQUIREMENTS

REQUEST FOR QUALIFICATIONS

**Real Estate Appraisers and Surveyors-
Hidalgo County**
(Including all Funding Sources, Programs and Entities)

RFQ No: 2008-004-01-16-otm

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers and Surveyors firms in order to establish a pre-qualified pool of Real Estate Appraisers and Surveyors on an "AS NEEDED BASIS" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period of One (1) Year.

The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"REAL ESTATE APPRAISERS AND SURVEYORS-HIDALGO COUNTY"** (Including all Funding Sources, Programs and Entities) as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, January 16, 2008**. **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ NO. 2008-04-01-16-otm - "REAL ESTATE APPRAISERS AND SURVEYORS -HIDALGO COUNTY".**

Deliver Submittal to:

RFQ Number: **2008-004-01-16-otm**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address

2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location

2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail/Courier Address

2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location

2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, January 9, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 11, 2008.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submissions is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Understanding of Project: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues of concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm Qualifications: The County of Hidalgo is seeking to contract with a competent Surveying and Appraisal firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

A. Scope of Surveying Services:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.
2. Topographical survey, including establishment of survey bench mark.
3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.
4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.
5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

- A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.
- C. List of in State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.
- G. Minimum of \$1,000,000.00 Professional liability, errors and omissions, insurance.

B. Scope of Appraisal Services:

- 1. Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.
- 2. All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.
- 3. Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.
- 4. All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 1999 Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary - general certified appraiser.
- 5. Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

- A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
 - 1. Copy of current license certification with the state seal
 - 2. History certification from the Texas Appraiser Licensing & Certification Board.
 - 3. General list of property types appraised within the past year.
- C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.
- G. Minimum of \$1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and the summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers and Surveyors should include copies of their Professional Liability Insurance.

PROPOSERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III SELECTION / EVALUATIONS

SELECTION /EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioners' Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form".

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness:
 - A. Requested Information
 - B. Thoroughness
 - C. Understanding of Project
 - D. List of references provided
 - E. Clarity - Brevity
 - F. Degree of Interest
2. Firm Capabilities:
 - A. Background
 - B. Relevant experience
 - C. Experience with similar projects
 - D. Knowledge of area
 - E. Timeliness of schedule
 - F. Quality services previously provided to Hidalgo County
 - G. Current workload
 - H. Ability to commence various re-requested projects simultaneously
 - I. Completion of projects within budgets
3. Staffing:
 - A. Required discipline skills
 - B. Key personnel
 - C. Qualifications of personnel
4. Equal Opportunity Employer
5. Meets minimum Hidalgo County Insurance Requirements

STATEMENT OF QUALIFICATIONS RANKING:

Department Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners' Court. After the RFQs have been ranked, the department will make a recommendation to Hidalgo County Commissioners' Court.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address

2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location

2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 16, 2008.**

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

Hidalgo County - Surveying & Appraising Services

RFQ No. 2008-004-01-16-otm

EVALUATION CRITERIA GUIDELINES

RFQ Evaluation & Scoring Criteria

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1.	Responsiveness:	Total Points Possible	30 points
	A. Requested Information		
	B. Thoroughness		
	C. Understanding of Project		
	D. List of references provided		
	E. Clarity - Brevity		
	F. Degree of Interest		
2.	Firm Capabilities:	Total Points Possible	45 Points
	A. Background		
	B. Relevant experience		
	C. Experience with similar projects		
	D. Knowledge of area		
	E. Timeliness of schedule		
	F. Quality services previously provided to Hidalgo County		
	G. Current workload		
	H. Ability to commence various re-requested projects simultaneously		
	I. Completion of projects within budgets		
3.	Staffing:	Total Points Possible	15 Points
	A. Required discipline skills		
	B. Key personnel		
	C. Qualifications of personnel		
4.	Equal Opportunity Employer	Total Points Possible	05 Points
5.	Meets minimum Hidalgo County Insurance Requirements	Total Points Possible	05 Points
Grand Total			100 Points

**Hidalgo County
Real Estate Appraisers and Surveyors-Hidalgo County
RFQ No. 2008-004-01-16-otm**

RFQ EVALUATION FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Responsiveness:	30	_____
Comments/Rationale For Points: _____		

2. Firm Capabilities:	45	_____
Comments/Rationale For Points: _____		

3. Staffing:	15	_____
Comments/Rationale For Points: _____		

4. Equal Opportunity Employer	05	_____
Comments/Rationale For Points: _____		

5. Meets minimum Hidalgo County Insurance Requirements	05	_____
Comments/Rationale For Points: _____		

Total Score		_____

Provider: _____

Evaluator: _____ **Date:** _____

Hidalgo County
Expenditure Summary Report
Standard Report Format

Account No/Descriptio													
Original Budget		Adjusted Budget	Encumbrances		Expenditures		Available	Pct					
			Current	Y-T-D	Current	Y-T-D							
1100 GENERAL FUND													
7-1100-415-00-115-002-0-334 CO WIDE ADM-ENGINEERING & ARCHITECTURAL													
.00	24,639.48	24,639.48	2,463.95	2,463.95	13,551.71	13,551.71	8,623.82	35.00					
7-1100-415-00-115-002-0-739 CO WIDE ADM-OTHER STRUCTURES													
.00	15,700.00	15,700.00	.00	.00	.00	.00	15,700.00	100.00					
7-1100-415-40-180-001-0-334 CO CLERK-ENGINEERING & ARCHITECTURAL SRV													
.00	23,000.00	23,000.00	.00	.00	22,905.00	22,905.00	95.00	.41					
7-1100-419-40-220-001-0-334 GEN GOVT BLDG-ENGINEER & ARCHITECT SRV													
3,000.00	-2,500.00	500.00	.00	.00	.00	.00	500.00	100.00					
7-1100-419-40-220-001-0-739 GEN GOVT BLDG-OTHER STRUCTURES													
35,000.00	-12,000.00	23,000.00	.00	.00	19,662.29	19,662.29	3,337.71	14.51					
7-1100-423-21-280-002-0-739 JAIL-OTHER STRUCTURES													
.00	8,000.00	8,000.00	.00	.00	6,930.43	6,930.43	1,069.57	13.37					
7-1100-429-30-115-029-0-334 TRAFFIC ENGINEERING-ENGINEER & ARCHITECT													
87,400.00	17,875.00	105,275.00	45,900.00	45,900.00	59,375.00	59,375.00	.00	.00					
7-1100-432-00-121-001-0-739 SANITATION PCT.1-OTHER STRUCTURES													
.00	5,500.00	5,500.00	617.75	617.75	3,148.25	3,148.25	1,734.00	31.53					
7-1100-432-00-122-001-0-334 SANITATION PCT.2-ENGINEER & ARCHITECT													
10,000.00	-10,000.00	.00	.00	.00	.00	.00	.00	.00					
7-1100-432-00-123-001-0-334 SANITATION PCT.3-ENGINEER & ARCHITECT													
125,000.00	-64,059.00	60,941.00	17,036.08	17,036.08	24,576.30	24,576.30	19,328.62	31.72					
7-1100-432-00-123-001-0-739 SANITATION PCT.3-OTHER STRUCTURES													
777.17	1,822.83	2,600.00	650.00	650.00	864.77	864.77	1,085.23	41.74					
7-1100-432-00-124-001-0-334 SANITATION PCT.4-ENGINEERING&ARCHITECTUR													
.00	100.00	100.00	100.00	100.00	.00	.00	.00	.00					
7-1100-466-00-122-018-0-739 PCT 2 CRC-OTHER STRUCTURE													
.00	3,500.00	3,500.00	169.37	169.37	2,723.12	2,723.12	607.51	17.36					
1100 GENERAL FUND													
261,177.17	11,578.31	272,755.48	66,937.15	66,937.15	153,736.87	153,736.87	52,081.46	19.09					
1200 R&B COUNTY WIDE													
7-1200-431-00-260-001-0-334 R-O-W DEPT-ENGINEER & ARCHITECT SERVICES													
25,000.00	-23,000.00	2,000.00	.00	.00	.00	.00	2,000.00	100.00					
1200 R&B COUNTY WIDE													
25,000.00	-23,000.00	2,000.00	.00	.00	.00	.00	2,000.00	100.00					
1201 R&B PRECINCT NO.1													
7-1201-431-00-121-005-0-334 PCT.1 P/U RD-ENGINEER & ARCHITECT SRV													
100,000.00	-100,000.00	.00	.00	.00	.00	.00	.00	.00					
7-1201-431-00-121-005-0-731 PCT.1 P/U RD-ROADS													
165,000.00	-127,203.17	37,796.83	.00	.00	37,796.83	37,796.83	.00	.00					
7-1201-431-00-121-005-0-734 PCT.1 P/U RD-SUBDIVISION STREETS													
.00	74,798.40	74,798.40	24,732.73	24,732.73	48,178.44	48,178.44	1,887.23	2.52					
7-1201-431-00-121-005-0-739 PCT.1 P/U RD-OTHER STRUCTURES													
.00	3,968.36	3,968.36	617.75	617.75	3,318.36	3,318.36	32.25	.81					
7-1201-431-00-121-007-0-334 PCT.1 LATERAL ROAD-ENGINEER & ARCHITECT													
.00	250.00	250.00	.00	.00	.00	.00	250.00	100.00					

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Account No/Description									
Original Budget		Adjustments	Adjusted Budget	Encumbrances		Expenditures		Available	Pct
				Current	Y-T-D	Current	Y-T-D		
1201 R&B PRECINCT NO.1									
7-1201-431-00-121-007-0-731 PCT.1 LATERAL ROAD-ROADS									
.00	291.38	291.38	.00	.00	.00	.00	291.38	100.00	
7-1201-431-00-121-038-0-334 PCT.1-WESL FEASIBILITY STUDY-ENG & ARCH									
.00	25,000.00	25,000.00	.00	.00	25,000.00	25,000.00	.00	.00	
1201 R&B PRECINCT NO.1									
265,000.00	-122,895.03	142,104.97	25,350.48	25,350.48	114,293.63	114,293.63	2,460.86	1.73	
1202 R&B PRECINCT NO.2									
7-1202-431-00-122-006-0-334 PCT.2 P/U RD-ENGINEER & ARCHITECT SRV									
350,000.00	-318,663.78	31,336.22	31,336.22	31,336.22	.00	.00	.00	.00	
7-1202-431-00-122-006-0-731 PCT.2 P/U RD-ROADS									
.00	461,208.89	461,208.89	82,777.02	82,777.02	367,333.69	367,333.69	11,098.18	2.41	
7-1202-431-00-122-006-0-732 PCT.2 P/U RD-BRIDGES									
10,000.00	6,020.84	16,020.84	675.84	675.84	15,345.00	15,345.00	.00	.00	
7-1202-431-00-122-006-0-734 PCT.2 P/U RD-SUBDIVISION STREETS									
.00	74,000.00	74,000.00	28,491.17	28,491.17	39,231.37	39,231.37	6,277.46	8.48	
7-1202-431-00-122-006-0-739 PCT.2 P/U RD-OTHER STRUCTURES									
25,000.00	-25,000.00	.00	.00	.00	.00	.00	.00	.00	
7-1202-431-00-122-007-0-731 PCT.2 LATERAL ROAD-ROADS									
110,000.00	-110,000.00	.00	.00	.00	.00	.00	.00	.00	
7-1202-431-00-122-026-0-731 OWASSA RD (JACKSON-R. LONGORIA)-ROADS									
.00	47,030.00	47,030.00	42,030.00	42,030.00	.00	.00	5,000.00	10.63	
7-1202-431-00-122-027-0-731 TOWER RD (MOORE-BALLI)-ROADS									
.00	129,667.21	129,667.21	3,361.54	3,361.54	124,555.67	124,555.67	1,750.00	1.35	
7-1202-431-50-122-006-0-733 PCT.2 P/U RD-DRAIN DITCHES & STRUCTURES									
50,000.00	-30,319.75	19,680.25	.00	.00	.00	.00	19,680.25	100.00	
7-1202-431-50-122-031-0-733 TOWER RD-DRAINAGE DITCHES									
.00	8,312.10	8,312.10	8,312.10	8,312.10	.00	.00	.00	.00	
1202 R&B PRECINCT NO.2									
545,000.00	242,255.51	787,255.51	196,983.89	196,983.89	546,465.73	546,465.73	43,805.89	5.56	
1203 R&B PRECINCT NO.3									
7-1203-431-00-123-004-0-739 PCT.3 RD ADM-OTHER STRUCTURES									
30,000.00	.00	30,000.00	.00	.00	1,145.00	1,145.00	28,855.00	96.18	
7-1203-431-00-123-005-0-334 PCT.3 P/U RD-ENGINEER & ARCHITECT SRV									
75,000.00	-33,900.00	41,100.00	3,700.00	3,700.00	.00	.00	37,400.00	91.00	
7-1203-431-00-123-005-0-720 PCT.3 P/U RD-BUILDINGS									
.00	151,014.52	151,014.52	6,129.26	6,129.26	50,824.66	50,824.66	94,060.60	62.29	
7-1203-431-00-123-005-0-731 PCT.3 P/U RD-ROADS									
100,000.00	205,815.48	305,815.48	152,602.78	152,602.78	66,071.72	66,071.72	87,140.98	28.49	
7-1203-431-00-123-005-0-733 PCT.3 P/U RD-DRAIN DITCHES & STRUCTURES									
.00	32,131.46	32,131.46	12,663.00	12,663.00	19,468.46	19,468.46	.00	.00	
7-1203-431-00-123-005-0-734 PCT.3 P/U RD-SUBDIVISION STREETS									
31,727.68	140,103.38	171,831.06	.00	.00	150,929.88	150,929.88	20,901.18	12.16	
7-1203-431-00-123-005-0-739 PCT.3 P/U RD-OTHER STRUCTURES									
.00	25,000.00	25,000.00	237.91	237.91	17,077.51	17,077.51	7,684.58	30.74	
7-1203-431-00-123-007-0-731 PCT.3 LATERAL ROAD-ROADS									
.00	99,543.78	99,543.78	7,697.50	7,697.50	.00	.00	91,846.28	92.27	

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Original Budget		Adjustments	Adjusted Budget	Encumbrances		Expenditures		Available	Pct
				Current	Y-T-D	Current	Y-T-D		
1203 R&B PRECINCT NO.3									
7-1203-431-00-123-025-0-334 PCT.3 ROADWAY SYS STUDY-ENGINEER & ARCH									
	.00	2,038.63	2,038.63	2,038.63	2,038.63	.00	.00	.00	.00
1203 R&B PRECINCT NO.3									
	236,727.68	621,747.25	858,474.93	185,069.08	185,069.08	305,517.23	305,517.23	367,888.62	42.85
1204 R&B PRECINCT NO.4									
7-1204-431-00-124-007-0-334 PCT.4 P/U RD-ENGINEER & ARCHITECT SRV									
	17,667.50	1,333.75	19,001.25	5,000.00	5,000.00	4,200.75	4,200.75	9,800.50	51.58
7-1204-431-00-124-007-0-731 PCT.4 P/U RD-ROADS									
	226,717.60	205,313.65	432,031.25	269,202.79	269,202.79	151,996.04	151,996.04	10,832.42	2.51
7-1204-431-00-124-007-0-733 PCT.4 P/U RD-DRAIN DITCHES & STRUCTURES									
	35,000.00	467,432.25	502,432.25	316,082.75	316,082.75	60,856.00	60,856.00	125,493.50	24.98
7-1204-431-00-124-007-0-734 PCT.4 P/U RD-SUBDIVISION STREETS									
	146,377.56	180,245.59	326,623.15	16,391.28	16,391.28	249,170.06	249,170.06	61,061.81	18.69
7-1204-431-00-124-007-0-739 PCT.4 P/U RD-OTHER STRUCTURES									
	5,000.00	.00	5,000.00	.00	.00	671.12	671.12	4,328.88	86.58
7-1204-431-00-124-008-0-334 PCT.4 LATERAL ROAD-ENGINEER & ARCHITECT									
	.00	5,000.00	5,000.00	.00	.00	.00	.00	5,000.00	100.00
7-1204-431-00-124-008-0-731 PCT.4 LATERAL ROAD-ROADS									
	.00	621.26	621.26	.00	.00	.00	.00	621.26	100.00
1204 R&B PRECINCT NO.4									
	430,762.66	859,946.50	1,290,709.16	606,676.82	606,676.82	466,893.97	466,893.97	217,138.37	16.82
1211 PARKS PRECINCT NO.1									
7-1211-452-00-121-013-0-739 PARKS PCT.1-OTHER STRUCTURES									
	500.00	4,300.00	4,800.00	521.00	521.00	1,504.06	1,504.06	2,774.94	57.81
1211 PARKS PRECINCT NO.1									
	500.00	4,300.00	4,800.00	521.00	521.00	1,504.06	1,504.06	2,774.94	57.81
1212 PARKS PRECINCT NO.2									
7-1212-452-00-122-008-0-334 PARKS PCT.2-ENGINEER &ARCHITECT SERVICES									
	10,000.00	-9,500.00	500.00	.00	.00	.00	.00	500.00	100.00
7-1212-452-00-122-008-0-720 PARKS PCT.2-BUILDINGS									
	50.00	.00	50.00	.00	.00	.00	.00	50.00	100.00
7-1212-452-00-122-008-0-731 PARKS PCT.2-ROADS									
	1,000.00	-500.00	500.00	.00	.00	.00	.00	500.00	100.00
7-1212-452-00-122-008-0-733 PARKS PCT.2-DRAINAGE DITCHES									
	1,000.00	.00	1,000.00	.00	.00	.00	.00	1,000.00	100.00
7-1212-452-00-122-008-0-739 PARKS PCT.2-OTHER STRUCTURES									
	290,000.00	19,231.59	309,231.59	53,602.13	53,602.13	32,725.46	32,725.46	222,904.00	72.08
1212 PARKS PRECINCT NO.2									
	302,050.00	9,231.59	311,281.59	53,602.13	53,602.13	32,725.46	32,725.46	224,954.00	72.27
1213 PARKS PRECINCT NO.3									
7-1213-452-00-123-008-0-739 PARKS PCT.3-OTHER STRUCTURES									
	4,254.14	77,800.00	82,054.14	.00	.00	81,100.00	81,100.00	954.14	1.16
1213 PARKS PRECINCT NO.3									
	4,254.14	77,800.00	82,054.14	.00	.00	81,100.00	81,100.00	954.14	1.16
1214 PARKS PRECINCT NO.4									
7-1214-452-00-124-009-0-720 PARKS PCT.4-BUILDINGS									
	61,000.00	.00	61,000.00	.00	.00	.00	.00	61,000.00	100.00

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Account No/Description									
	Original	Adjustments	Adjusted	Encumbrances		Expenditures		Available	Pct
	Budget			Current	Y-T-D	Current	Y-T-D		
1301 CAPITAL OUTLAY FUND									
7-1301-412-00-220-017-0-720 BENNETT BLDG-BUILDINGS									
	.00	86,982.75	86,982.75	4,245.00	4,245.00	82,493.85	82,493.85	243.90	.28
7-1301-412-00-220-018-0-720 HORIZON BLDG-BUILDINGS									
	.00	8,132.13	8,132.13	6,571.42	6,571.42	1,346.48	1,346.48	214.23	2.63
7-1301-415-00-120-007-0-720 K-MART PROPERTY-BUILDINGS									
	.00	1,801,698.52	1,801,698.52	128,850.83	128,850.83	1,566,596.31	1,566,596.31	106,251.38	5.90
7-1301-415-00-120-007-0-739 K-MART PROPERTY-OTHER STRUCTURES									
	.00	268,981.50	268,981.50	43,981.50	43,981.50	91,629.31	91,629.31	133,370.69	49.58
7-1301-419-40-124-034-0-720 PCT.4-NEW ADMIN BLDG-BUILDINGS									
	.00	859,482.19	859,482.19	736,325.96	736,325.96	79,241.04	79,241.04	43,915.19	5.11
7-1301-419-40-124-034-0-739 PCT.4-NEW ADMIN BLDG-OTHER STRUCTURES									
	.00	39,925.00	39,925.00	3,700.00	3,700.00	16,300.00	16,300.00	19,925.00	49.91
7-1301-423-20-320-017-0-720 NEW ADULT PROBATION BLDG-BUILDINGS									
	.00	84,306.20	84,306.20	.00	.00	44,641.38	44,641.38	39,664.82	47.05
7-1301-423-20-320-017-0-739 NEW ADULT PROBATION BLDG-OTHER STRUCTURES									
	.00	241,757.70	241,757.70	.00	.00	206,036.76	206,036.76	35,720.94	14.78
1301 CAPITAL OUTLAY FUND									
	.00	3,391,265.99	3,391,265.99	923,674.71	923,674.71	2,088,285.13	2,088,285.13	379,306.15	11.18
1302 TAX NOTES, SERIES 2007									
7-1302-413-00-220-034-0-720 TAX NOTES,2007-JDGS OFF & CC -BLDG									
	.00	2,000,000.00	2,000,000.00	112,500.00	112,500.00	28,125.00	28,125.00	1,859,375.00	92.97
7-1302-431-00-123-068-0-720 TAX NOTES,2007-ADMIN PCT3&PAVILLION-BLDG									
	.00	700,000.00	700,000.00	48,375.00	48,375.00	.00	.00	651,625.00	93.09
7-1302-466-00-122-022-0-720 TAX NOTES,2007-PCT2 CRC S.TOWER -BLDG									
	.00	1,304,047.37	1,304,047.37	1,291,315.79	1,291,315.79	9,731.58	9,731.58	3,000.00	.23
1302 TAX NOTES, SERIES 2007									
	.00	4,004,047.37	4,004,047.37	1,452,190.79	1,452,190.79	37,856.58	37,856.58	2,514,000.00	62.79
1310 BORDER COLONIA ACCESS PROGRAM									
7-1310-431-00-121-175-0-731 PCT.1-V&C/R.CAVAZOS-ROADS									
	.00	1,587.94	1,587.94	.00	.00	.00	.00	1,587.94	100.00
7-1310-431-00-121-344-0-731 PCT.1-AGUA DULCE/PALM-ROADS									
	.00	3,837.67	3,837.67	.00	.00	.00	.00	3,837.67	100.00
7-1310-431-00-121-345-0-731 PCT.1-AGUA DULCE/EBONY-ROADS									
	.00	2,961.63	2,961.63	.00	.00	.00	.00	2,961.63	100.00
7-1310-431-00-121-347-0-731 PCT.1-BAR 7-ROADS									
	.00	1,246.37	1,246.37	.00	.00	.00	.00	1,246.37	100.00
7-1310-431-00-121-380-0-731 PCT.1-MESQUITE 1-ROADS									
	.00	6,189.75	6,189.75	.00	.00	.00	.00	6,189.75	100.00
7-1310-431-00-121-393-0-731 PCT.1-R C BABB 4-ROADS									
	.00	349.42	349.42	.00	.00	.00	.00	349.42	100.00
7-1310-431-00-121-394-0-334 PCT.1-RAMOSVILLE-ENG&ARCH SRV									
	.00	266.50	266.50	.00	.00	.00	.00	266.50	100.00
7-1310-431-00-121-394-0-731 PCT.1-RAMOSVILLE-ROADS									
	.00	23,032.79	23,032.79	.00	.00	.00	.00	23,032.79	100.00

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Account No/Descriptio									
	Original	Adjustments	Adjusted	Encumbrances		Expenditures		Available	Pct
	Budget		Budget	Current	Y-T-D	Current	Y-T-D		
1310 BORDER COLONIA ACCESS PROGRAM									
7-1310-431-00-121-397-0-334 PCT.1-SAENZ-ENG&ARCH SRV									
	.00	403.10	403.10	.00	.00	.00	.00	403.10	100.00
7-1310-431-00-121-397-0-731 PCT.1-SAENZ-ROADS									
	.00	30,958.35	30,958.35	.00	.00	.00	.00	30,958.35	100.00
7-1310-431-00-121-400-0-731 PCT.1-SUNRISE-ROADS									
	.00	6,136.65	6,136.65	.00	.00	.00	.00	6,136.65	100.00
7-1310-431-00-121-401-0-334 PCT.1-SUNRISE HILL/J.OLIVAREZ-ENG&ARCH S									
	.00	571.06	571.06	.00	.00	.00	.00	571.06	100.00
7-1310-431-00-121-401-0-731 PCT.1-SUNRISE HILL/J.OLIVAREZ-ROADS									
	.00	50,674.28	50,674.28	.00	.00	.00	.00	50,674.28	100.00
7-1310-431-00-121-402-0-334 PCT.1-SUNRISE HILL/R.GUERRA-ENG&ARCH SRV									
	.00	506.88	506.88	.00	.00	.00	.00	506.88	100.00
7-1310-431-00-121-402-0-731 PCT.1-SUNRISE HILL/R.GUERRA-ROADS									
	.00	43,066.97	43,066.97	.00	.00	.00	.00	43,066.97	100.00
7-1310-431-00-121-403-0-334 PCT.1-SUNRISE HILL/R.GONZALEZ-ENG&ARCH S									
	.00	506.88	506.88	.00	.00	.00	.00	506.88	100.00
7-1310-431-00-121-403-0-731 PCT.1-SUNRISE HILL/R.GONZALEZ-ROADS									
	.00	43,066.97	43,066.97	.00	.00	.00	.00	43,066.97	100.00
7-1310-431-00-121-404-0-334 PCT.1-TROPICAL FARMS/SAMOA-ENG&ARCH SRV									
	.00	2,237.28	2,237.28	.00	.00	.00	.00	2,237.28	100.00
7-1310-431-00-121-404-0-731 PCT.1-TROPICAL FARMS/SAMOA-ROADS									
	.00	44,225.96	44,225.96	.00	.00	.00	.00	44,225.96	100.00
7-1310-431-00-121-405-0-731 PCT.1-TROPICAL FARMS/TAHITI-ROADS									
	.00	34,932.73	34,932.73	.00	.00	.00	.00	34,932.73	100.00
7-1310-431-00-121-412-0-731 PCT.1-VILLA VERDE/BOUGANVILLEA-ROADS									
	.00	2,287.97	2,287.97	.00	.00	.00	.00	2,287.97	100.00
7-1310-431-00-121-413-0-731 PCT.1-VILLA VERDE/CLAVEL-ROADS									
	.00	1,573.19	1,573.19	.00	.00	.00	.00	1,573.19	100.00
7-1310-431-00-121-414-0-731 PCT.1-VILLA VERDE/PETUNIA-ROADS									
	.00	5,715.60	5,715.60	.00	.00	.00	.00	5,715.60	100.00
7-1310-431-00-121-415-0-731 PCT.1-VILLA VERDE/24TH-ROADS									
	.00	930.78	930.78	.00	.00	.00	.00	930.78	100.00
7-1310-431-00-121-416-0-731 PCT.1-VILLA VERDE/25TH-ROADS									
	.00	909.25	909.25	.00	.00	.00	.00	909.25	100.00
7-1310-431-00-121-417-0-731 PCT.1-VILLA VERDE/TULIPANA-ROADS									
	.00	1,497.61	1,497.61	.00	.00	.00	.00	1,497.61	100.00
7-1310-431-00-121-437-0-731 PCT.1-BLANCA HEIGHTS-ROADS									
	.00	3,385.35	3,385.35	.00	.00	.00	.00	3,385.35	100.00
7-1310-431-00-121-441-0-731 PCT.1-LA MESA-ROADS									
	.00	14,026.77	14,026.77	.00	.00	.00	.00	14,026.77	100.00
7-1310-431-00-121-442-0-731 PCT.1-LA PALMA 1-ROADS									
	.00	3,511.08	3,511.08	.00	.00	.00	.00	3,511.08	100.00
7-1310-431-00-121-446-0-731 PCT.1-LA QUINTA EST 2-ROADS									
	.00	2,323.09	2,323.09	.00	.00	.00	.00	2,323.09	100.00

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Account No/Descriptio									
Original Budget		Adjustments	Adjusted Budget	Encumbrances		Expenditures		Available	Pct
				Current	Y-T-D	Current	Y-T-D		
1310 BORDER COLONIA ACCESS PROGRAM									
7-1310-431-00-121-447-0-731 PCT.1-LLANO GRANDE/LANTANA-ROADS									
	.00	4,685.32	4,685.32	.00	.00	.00	.00	4,685.32	100.00
7-1310-431-00-121-449-0-731 PCT.1-LLANO GRANDE/PALMETTO-ROADS									
	.00	2,437.57	2,437.57	.00	.00	.00	.00	2,437.57	100.00
7-1310-431-00-122-070-0-334 PCT.2-COUNTRY LIVING-ENG&ARCH SRV									
	.00	110.40	110.40	.00	.00	.00	.00	110.40	100.00
7-1310-431-00-122-070-0-731 PCT.2-COUNTRY LIVING-ROADS									
	.00	7.00	7.00	.00	.00	.00	.00	7.00	100.00
7-1310-431-00-122-073-0-731 PCT.2-LOPEZVILLE/KENNEDY-ROADS									
	.00	2,781.78	2,781.78	.00	.00	.00	.00	2,781.78	100.00
7-1310-431-00-122-075-0-731 PCT.2-LOPEZVILLE/WATER-ROADS									
	.00	1,254.55	1,254.55	.00	.00	.00	.00	1,254.55	100.00
7-1310-431-00-122-077-0-731 PCT.2-PRIMAVERA 2/JENICA E-ROADS									
	.00	8,566.04	8,566.04	.00	.00	.00	.00	8,566.04	100.00
7-1310-431-00-122-078-0-731 PCT.2-PRIMAVERA 2/JENICA W-ROADS									
	.00	10,902.41	10,902.41	.00	.00	.00	.00	10,902.41	100.00
7-1310-431-00-122-079-0-731 PCT.2-PRIMAVERA 2/JESSICA-ROADS									
	.00	5,718.36	5,718.36	.00	.00	.00	.00	5,718.36	100.00
7-1310-431-00-122-080-0-731 PCT.2-PRIMAVERA 2/ROSIE-ROADS									
	.00	6,125.36	6,125.36	.00	.00	.00	.00	6,125.36	100.00
7-1310-431-00-122-490-0-334 PCT.2-ALAMO ORCHARDS-ENG&ARCH SRV									
	.00	1,540.50	1,540.50	.00	.00	1,540.50	1,540.50	.00	.00
7-1310-431-00-122-490-0-731 PCT.2-ALAMO ORCHARDS-ROADS									
	.00	90,432.60	90,432.60	.00	.00	89,841.52	89,841.52	591.08	.65
7-1310-431-00-122-496-0-334 PCT.2-CAMPO ALTO/VISTA CIR E-ENG&ARCH SR									
	.00	887.00	887.00	.00	.00	.00	.00	887.00	100.00
7-1310-431-00-122-496-0-731 PCT.2-CAMPO ALTO/VISTA CIR E-ROADS									
	.00	12,901.82	12,901.82	.00	.00	.00	.00	12,901.82	100.00
7-1310-431-00-122-497-0-334 PCT.2-CAMPO ALTO/VISTA CIR W-ENG&ARCH SR									
	.00	887.00	887.00	.00	.00	.00	.00	887.00	100.00
7-1310-431-00-122-497-0-731 PCT.2-CAMPO ALTO/VISTA CIR W-ROADS									
	.00	13,778.33	13,778.33	.00	.00	.00	.00	13,778.33	100.00
7-1310-431-00-122-520-0-334 PCT.2-PLUMOSA VILLAGE-ENG&ARCH SRV									
	.00	8,050.00	8,050.00	.00	.00	.00	.00	8,050.00	100.00
7-1310-431-00-122-520-0-731 PCT.2-PLUMOSA VILLAGE-ROADS									
	.00	75,900.00	75,900.00	.00	.00	.00	.00	75,900.00	100.00
7-1310-431-00-122-535-0-334 PCT.2-S TOWER EST/SAN ANGELO-ENG&ARCH SR									
	.00	3,967.50	3,967.50	.00	.00	.00	.00	3,967.50	100.00
7-1310-431-00-122-536-0-334 PCT.2-S TOWER EST/SAN DIEGO-ENG&ARCH SRV									
	.00	3,081.00	3,081.00	.00	.00	.00	.00	3,081.00	100.00
7-1310-431-00-122-544-0-731 PCT.2-TIERRA BONITA/MARIE CIR S-ROADS									
	.00	35,701.39	35,701.39	.00	.00	.00	.00	35,701.39	100.00
7-1310-431-00-122-547-0-731 PCT.2-WHITewing/DOVE-ROADS									
	.00	4,103.30	4,103.30	.00	.00	.00	.00	4,103.30	100.00

Hidalgo County
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Account No/Descriptio									
	Original	Adjustments	Adjusted	Encumbrances		Expenditures		Available	Pct
	Budget		Budget	Current	Y-T-D	Current	Y-T-D		
1310 BORDER COLONIA ACCESS PROGRAM									
7-1310-431-00-122-548-0-731 PCT.2-WHITEWING/PELICAN-ROADS									
	.00	94.90	94.90	.00	.00	.00	.00	94.90	100.00
7-1310-431-00-123-053-0-334 PCT.3-BASHAM 12-ENG&ARCH SRV									
	.00	1,111.17	1,111.17	.00	.00	1,111.17	1,111.17	.00	.00
7-1310-431-00-123-054-0-334 PCT.3-BASHAM 13-ENG&ARCH SRV									
	.00	1,126.64	1,126.64	.00	.00	1,126.64	1,126.64	.00	.00
7-1310-431-00-123-055-0-334 PCT.3-BASHAM 16/RUSSELL-ENG&ARCH SRV									
	.00	1,183.06	1,183.06	.00	.00	1,183.06	1,183.06	.00	.00
7-1310-431-00-123-056-0-334 PCT.3-CARLOS ACRES-ENG&ARCH SRV									
	.00	3,054.93	3,054.93	3,054.93	3,054.93	.00	.00	.00	.00
7-1310-431-00-123-057-0-334 PCT.3-COUNTRY CORNER-ENG&ARCH SRV									
	.00	587.25	587.25	.00	.00	587.25	587.25	.00	.00
7-1310-431-00-123-058-0-334 PCT.3-GOODWIN I/AVE A&B-ENG&ARCH SRV									
	.00	1,769.95	1,769.95	.00	.00	1,769.95	1,769.95	.00	.00
7-1310-431-00-123-059-0-334 PCT.3-GROVEWOOD-ENG&ARCH SRV									
	.00	865.85	865.85	.00	.00	865.85	865.85	.00	.00
7-1310-431-00-123-060-0-334 PCT.3-HAVANA/MAIN&FOURTH-ENG&ARCH SRV									
	.00	1,538.05	1,538.05	.00	.00	1,538.05	1,538.05	.00	.00
7-1310-431-00-123-061-0-334 PCT.3-HILDA/ESTER-ENG&ARCH SRV									
	.00	1,047.95	1,047.95	1,047.95	1,047.95	.00	.00	.00	.00
7-1310-431-00-123-061-0-731 PCT.3-HILDA/ESTER-ROADS									
	.00	88,335.42	88,335.42	.00	.00	.00	.00	88,335.42	100.00
7-1310-431-00-123-062-0-334 PCT.3-LA PALMA-ENG&ARCH SRV									
	.00	1,437.46	1,437.46	1,437.46	1,437.46	.00	.00	.00	.00
7-1310-431-00-123-062-0-731 PCT.3-LA PALMA-ROADS									
	.00	114,242.32	114,242.32	.00	.00	.00	.00	114,242.32	100.00
7-1310-431-00-123-063-0-334 PCT.3-LOS EBANOS-ENG&ARCH SRV									
	.00	7,788.71	7,788.71	5,192.48	5,192.48	2,596.23	2,596.23	.00	.00
7-1310-431-00-123-064-0-334 PCT.3-TREVINOS 4-ENG&ARCH SRV									
	.00	2,231.01	2,231.01	.00	.00	2,231.01	2,231.01	.00	.00
7-1310-431-00-123-064-0-731 PCT.3-TREVINOS 4-ROADS									
	.00	236,117.15	236,117.15	.00	.00	138,535.30	138,535.30	97,581.85	41.33
7-1310-431-00-123-065-0-334 PCT.3-N COUNTRY EST/DIOSA-ENG&ARCH SRV									
	.00	352.37	352.37	352.37	352.37	.00	.00	.00	.00
7-1310-431-00-123-066-0-334 PCT.3-N COUNTRY EST 2/EARTH-ENG&ARCH SRV									
	.00	352.37	352.37	352.37	352.37	.00	.00	.00	.00
7-1310-431-00-123-067-0-334 PCT.3-PERLAS DE NARANJA-ENG&ARCH SRV									
	.00	848.66	848.66	.00	.00	848.66	848.66	.00	.00
7-1310-431-00-123-462-0-334 PCT.3-BASHAM 16/EXT CO RD-ENG&ARCH SRV									
	.00	925.52	925.52	617.02	617.02	308.50	308.50	.00	.00
7-1310-431-00-123-462-0-731 PCT.3-BASHAM 16/EXT CO RD-ROADS									
	.00	61,989.55	61,989.55	.00	.00	.00	.00	61,989.55	100.00
7-1310-431-00-123-465-0-334 PCT.3-CARLOS LEAL 2-ENG&ARCH SRV									
	.00	1,998.33	1,998.33	1,998.33	1,998.33	.00	.00	.00	.00

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Original Budget		Adjustments	Adjusted Budget	Encumbrances		Expenditures		Available	Pct
				Current	Y-T-D	Current	Y-T-D		
1311 BORDER COLONIA ACCESS PROGRAM ROUND II									
7-1311-431-00-121-132-0-334 CANA DE AZUCAR-ENG & ARCH SRV									
	.00	2,212.83	2,212.83	.00	.00	633.89	633.89	1,578.94	71.35
7-1311-431-00-121-132-0-733 CANA DE AZUCAR-DRAINAGE DITCHES									
	.00	13,729.52	13,729.52	.00	.00	13,729.52	13,729.52	.00	.00
7-1311-431-00-121-132-0-734 CANA DE AZUCAR-SUBDIVISION STREETS									
	.00	42,822.92	42,822.92	.00	.00	42,822.92	42,822.92	.00	.00
7-1311-431-00-121-137-0-334 CAPISALLO PARK-ENG & ARCH SRV									
	.00	2,635.87	2,635.87	.00	.00	.00	.00	2,635.87	100.00
7-1311-431-00-121-137-0-733 CAPISALLO PARK-DRAINAGE DITCHES									
	.00	2,746.45	2,746.45	.00	.00	.00	.00	2,746.45	100.00
7-1311-431-00-121-150-1-334 CHAPA III-ENG & ARCH SRV									
	.00	624.41	624.41	89.43	89.43	89.43	89.43	445.55	71.36
7-1311-431-00-121-150-1-733 CHAPA III-DRAINAGE DITCHES									
	.00	4,879.49	4,879.49	.00	.00	.00	.00	4,879.49	100.00
7-1311-431-00-121-150-1-734 CHAPA III-SUBDIVISION STREETS									
	.00	13,887.79	13,887.79	.00	.00	.00	.00	13,887.79	100.00
7-1311-431-00-121-230-1-334 DIMAS #3-ENG & ARCH SRV									
	.00	2,008.65	2,008.65	287.70	287.70	287.70	287.70	1,433.25	71.35
7-1311-431-00-121-230-1-733 DIMAS #3-DRAINAGE DITCHES									
	.00	6,641.07	6,641.07	.00	.00	.00	.00	6,641.07	100.00
7-1311-431-00-121-230-1-734 DIMAS #3-SUBDIVISION STREETS									
	.00	53,732.25	53,732.25	.00	.00	.00	.00	53,732.25	100.00
7-1311-431-00-121-244-0-334 EL MESQUITE-ENG & ARCH SRV									
	.00	2,745.60	2,745.60	393.25	393.25	393.25	393.25	1,959.10	71.35
7-1311-431-00-121-244-0-733 EL MESQUITE-DRAINAGE DITCHES									
	.00	31,358.53	31,358.53	.00	.00	.00	.00	31,358.53	100.00
7-1311-431-00-121-244-0-734 EL MESQUITE-SUBDIVISION STREETS									
	.00	51,163.91	51,163.91	.00	.00	.00	.00	51,163.91	100.00
7-1311-431-00-121-245-1-334 EL MONTE-ENG & ARCH SRV									
	.00	3,057.99	3,057.99	437.99	437.99	437.99	437.99	2,182.01	71.35
7-1311-431-00-121-245-1-733 EL MONTE-DRAINAGE DITCHES									
	.00	16,544.00	16,544.00	.00	.00	.00	.00	16,544.00	100.00
7-1311-431-00-121-245-1-734 EL MONTE-SUBDIVISION STREETS									
	.00	75,367.12	75,367.12	.00	.00	.00	.00	75,367.12	100.00
7-1311-431-00-121-318-1-334 HIGH LAND-ENG & ARCH SRV									
	.00	2,947.31	2,947.31	422.14	422.14	422.14	422.14	2,103.03	71.35
7-1311-431-00-121-318-1-733 HIGH LAND-DRAINAGE DITCHES									
	.00	14,173.56	14,173.56	.00	.00	.00	.00	14,173.56	100.00
7-1311-431-00-121-318-1-734 HIGH LAND-SUBDIVISION STREETS									
	.00	74,411.16	74,411.16	.00	.00	.00	.00	74,411.16	100.00
7-1311-431-00-121-368-0-334 LA BLANCA HEIGHTS-ENG & ARCH SRV									
	.00	3,231.22	3,231.22	.00	.00	925.88	925.88	2,305.34	71.35
7-1311-431-00-121-368-0-733 LA BLANCA HEIGHTS-DRAINAGE DITCHES									
	.00	17,485.07	17,485.07	.00	.00	17,485.07	17,485.07	.00	.00
7-1311-431-00-121-368-0-734 LA BLANCA HEIGHTS-SUBDIVISION STREETS									
	.00	79,654.21	79,654.21	.00	.00	65,031.91	65,031.91	14,622.30	18.36

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Account No/Descriptio									
	Original		Adjusted	Encumbrances		Expenditures		Available	Pct
	Budget		Budget	Current	Y-T-D	Current	Y-T-D		
1311 BORDER COLONIA ACCESS PROGRAM ROUND II									
7-1311-431-00-121-391-0-334 LA PALMA S/D-ENG & ARCH SRV									
	.00	4,650.91	4,650.91	666.14	666.14	666.15	666.15	3,318.62	71.35
7-1311-431-00-121-391-0-733 LA PALMA S/D-DRAINAGE DITCHES									
	.00	57,313.33	57,313.33	.00	.00	.00	.00	57,313.33	100.00
7-1311-431-00-121-391-0-734 LA PALMA S/D-SUBDIVISION STREETS									
	.00	50,475.27	50,475.27	.00	.00	.00	.00	50,475.27	100.00
7-1311-431-00-121-392-0-334 LA PALOMA #1-ENG & ARCH SRV									
	.00	3,256.22	3,256.22	.00	.00	1,565.92	1,565.92	1,690.30	51.91
7-1311-431-00-121-392-0-733 LA PALOMA #1-DRAINAGE DITCHES									
	.00	39,383.00	39,383.00	.00	.00	39,383.00	39,383.00	.00	.00
7-1311-431-00-121-392-0-734 LA PALOMA #1-SUBDIVISION STREETS									
	.00	129,460.31	129,460.31	10,395.00	10,395.00	116,141.29	116,141.29	2,924.02	2.26
7-1311-431-00-121-495-0-334 NORTH CAPISALLO-ENG & ARCH SRV									
	.00	1,820.14	1,820.14	260.70	260.70	260.69	260.69	1,298.75	71.35
7-1311-431-00-121-495-0-733 NORTH CAPISALLO-DRAINAGE DITCHES									
	.00	9,847.20	9,847.20	.00	.00	.00	.00	9,847.20	100.00
7-1311-431-00-121-495-0-734 NORTH CAPISALLO-SUBDIVISION STREETS									
	.00	44,859.48	44,859.48	.00	.00	.00	.00	44,859.48	100.00
7-1311-431-00-121-509-1-334 OLD REBEL HEIGHTS-ENG & ARCH SRV									
	.00	3,549.19	3,549.19	.00	.00	1,233.06	1,233.06	2,316.13	65.26
7-1311-431-00-121-509-1-733 OLD REBEL HEIGHTS-DRAINAGE DITCHES									
	.00	15,525.32	15,525.32	.00	.00	15,525.32	15,525.32	.00	.00
7-1311-431-00-121-509-1-734 OLD REBEL HEIGHTS-SUBDIVISION STREETS									
	.00	114,607.68	114,607.68	.00	.00	114,607.68	114,607.68	.00	.00
7-1311-431-00-121-510-1-334 OLD REBEL HEIGHTS II-ENG & ARCH SRV									
	.00	1,204.26	1,204.26	.00	.00	1,204.26	1,204.26	.00	.00
7-1311-431-00-121-510-1-733 OLD REBEL HEIGHTS II-DRAINAGE DITCHES									
	.00	17,689.74	17,689.74	.00	.00	17,689.74	17,689.74	.00	.00
7-1311-431-00-121-510-1-734 OLD REBEL HEIGHTS II-SUBDIVISION STREETS									
	.00	146,810.26	146,810.26	.00	.00	138,705.02	138,705.02	8,105.24	5.52
7-1311-431-00-121-571-0-334 PUESTA DEL SOL-ENG & ARCH SRV									
	.00	7,137.77	7,137.77	1,022.35	1,022.35	1,022.34	1,022.34	5,093.08	71.35
7-1311-431-00-121-571-0-733 PUESTA DEL SOL-DRAINAGE DITCHES									
	.00	53,634.00	53,634.00	.00	.00	.00	.00	53,634.00	100.00
7-1311-431-00-121-571-0-734 PUESTA DEL SOL-SUBDIVISION STREETS									
	.00	160,902.00	160,902.00	.00	.00	.00	.00	160,902.00	100.00
7-1311-431-00-121-575-0-334 RC BABB #1-ENG & ARCH SRV									
	.00	653.88	653.88	135.62	135.62	135.61	135.61	382.65	58.52
7-1311-431-00-121-575-0-734 RC BABB #1-SUBDIVISION STREETS									
	.00	28,459.20	28,459.20	22,168.45	22,168.45	.00	.00	6,290.75	22.10
7-1311-431-00-121-576-0-334 RC BABB #2-ENG & ARCH SRV									
	.00	1,570.78	1,570.78	266.95	266.95	266.94	266.94	1,036.89	66.01
7-1311-431-00-121-576-0-734 RC BABB #2-SUBDIVISION STREETS									
	.00	50,598.92	50,598.92	42,852.08	42,852.08	.00	.00	7,746.84	15.31
7-1311-431-00-121-577-0-334 RC BABB #3-ENG & ARCH SRV									
	.00	312.82	312.82	86.77	86.77	86.76	86.76	139.29	44.53

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Account No/Descriptio									
Original Budget		Adjustments	Adjusted Budget	Encumbrances		Expenditures		Available	Pct
				Current	Y-T-D	Current	Y-T-D		
1311 BORDER COLONIA ACCESS PROGRAM ROUND II									
7-1311-431-00-121-577-0-734 RC BABB #3-SUBDIVISION STREETS									
	.00	23,626.84	23,626.84	23,626.84	23,626.84	.00	.00	.00	.00
7-1311-431-00-121-631-0-334 ROSEDALE HEIGHTS-ENG & ARCH SRV									
	.00	3,688.20	3,688.20	.00	.00	1,056.51	1,056.51	2,631.69	71.35
7-1311-431-00-121-631-0-733 ROSEDALE HEIGHTS-DRAINAGE DITCHES									
	.00	17,687.84	17,687.84	.00	.00	8,374.24	8,374.24	9,313.60	52.66
7-1311-431-00-121-631-0-734 ROSEDALE HEIGHTS-SUBDIVISION STREETS									
	.00	84,055.49	84,055.49	.00	.00	76,320.58	76,320.58	7,734.91	9.20
7-1311-431-00-121-865-1-334 DIMAS #1-ENG & ARCH SRV									
	.00	1,935.60	1,935.60	277.24	277.24	277.24	277.24	1,381.12	71.35
7-1311-431-00-121-865-1-733 DIMAS #1-DRAINAGE DITCHES									
	.00	13,380.84	13,380.84	.00	.00	.00	.00	13,380.84	100.00
7-1311-431-00-121-865-1-734 DIMAS #1-SUBDIVISION STREETS									
	.00	44,796.72	44,796.72	.00	.00	.00	.00	44,796.72	100.00
7-1311-431-00-121-897-1-334 MEL GRAY-ENG & ARCH SRV									
	.00	10,998.46	10,998.46	.00	.00	3,150.60	3,150.60	7,847.86	71.35
7-1311-431-00-121-897-1-733 MEL GRAY-DRAINAGE DITCHES									
	.00	41,660.00	41,660.00	.00	.00	41,660.00	41,660.00	.00	.00
7-1311-431-00-121-897-1-734 MEL GRAY-SUBDIVISION STREETS									
	.00	288,911.92	288,911.92	.00	.00	281,126.48	281,126.48	7,785.44	2.69
7-1311-431-00-122-199-1-334 COUNTRY LIVING ESTATES-ENG & ARCH SRV									
	.00	3,800.40	3,800.40	.00	.00	3,800.40	3,800.40	.00	.00
7-1311-431-00-122-199-1-733 COUNTRY LIVING ESTATES-DRAINAGE DITCHES									
	.00	72,226.60	72,226.60	6,740.80	6,740.80	36,355.74	36,355.74	29,130.06	40.33
7-1311-431-00-122-240-1-334 EL CHARRO #2-ENG & ARCH SRV									
	.00	8,855.10	8,855.10	8,855.10	8,855.10	.00	.00	.00	.00
7-1311-431-00-122-240-1-733 EL CHARRO #2-DRAINAGE DITCHES									
	.00	182,237.96	182,237.96	.00	.00	.00	.00	182,237.96	100.00
7-1311-431-00-122-252-0-334 ELDORA GARDENS-ENG & ARCH SRV									
	.00	5,419.20	5,419.20	2,709.60	2,709.60	2,709.60	2,709.60	.00	.00
7-1311-431-00-122-252-0-733 ELDORA GARDENS-DRAINAGE DITCHES									
	.00	6,828.19	6,828.19	.00	.00	.00	.00	6,828.19	100.00
7-1311-431-00-122-252-0-734 ELDORA GARDENS-SUBDIVISION STREETS									
	.00	50,073.41	50,073.41	.00	.00	.00	.00	50,073.41	100.00
7-1311-431-00-122-253-0-334 SANTANA SUBD/ELDORA RD-ENG & ARCH SRV									
	.00	11,419.83	11,419.83	2,283.97	2,283.97	9,135.86	9,135.86	.00	.00
7-1311-431-00-122-253-0-733 SANTANA SUBD/ELDORA RD-DRAINAGE DITCHES									
	.00	28,619.59	28,619.59	.00	.00	.00	.00	28,619.59	100.00
7-1311-431-00-122-253-0-734 SANTANA SUBD/ELDORA RD-SUBDIVISION STREE									
	.00	107,554.49	107,554.49	.00	.00	.00	.00	107,554.49	100.00
7-1311-431-00-122-365-0-334 LJ #1-ENG & ARCH SRV									
	.00	5,054.48	5,054.48	.00	.00	5,054.48	5,054.48	.00	.00
7-1311-431-00-122-365-0-733 LJ #1-DRAINAGE DITCHES									
	.00	80,669.50	80,669.50	3,160.66	3,160.66	77,508.84	77,508.84	.00	.00
7-1311-431-00-122-365-0-734 LJ #1-SUBDIVISION STREETS									
	.00	164,523.16	164,523.16	.00	.00	164,523.16	164,523.16	.00	.00

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Expenditure Summary Report

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Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Descriptio								
	Original		Adjusted	Encumbrances		Expenditures		
	Budget	Adjustments	Budget	Current	Y-T-D	Current	Y-T-D	Available
								Pct
1311 BORDER COLONIA ACCESS PROGRAM ROUND II								
7-1311-431-00-122-406-1-334 LAS BRISAS-ENG & ARCH SRV	.00	57,982.80	57,982.80	57,982.80	57,982.80	.00	.00	.00
7-1311-431-00-122-406-1-733 LAS BRISAS-DRAINAGE DITCHES	.00	116,893.32	116,893.32	.00	.00	.00	.00	116,893.32
7-1311-431-00-122-406-1-734 LAS BRISAS-SUBDIVISION STREETS	.00	370,162.20	370,162.20	.00	.00	.00	.00	370,162.20
7-1311-431-00-122-412-0-334 LAS HACIENDAS-ENG & ARCH SRV	.00	10,198.98	10,198.98	3,399.66	3,399.66	6,799.32	6,799.32	.00
7-1311-431-00-122-412-0-733 LAS HACIENDAS-DRAINAGE DITCHES	.00	29,985.00	29,985.00	.00	.00	.00	.00	29,985.00
7-1311-431-00-122-484-1-334 MORNING SUN-ENG & ARCH SRV	.00	8,443.20	8,443.20	2,110.80	2,110.80	6,332.40	6,332.40	.00
7-1311-431-00-122-484-1-733 MORNING SUN-DRAINAGE DITCHES	.00	29,255.69	29,255.69	.00	.00	.00	.00	29,255.69
7-1311-431-00-122-494-1-334 NORTH ALAMO VILLAGE-ENG & ARCH SRV	.00	12,950.46	12,950.46	4,316.82	4,316.82	8,633.64	8,633.64	.00
7-1311-431-00-122-494-1-733 NORTH ALAMO VILLAGE-DRAINAGE DITCHES	.00	58,018.06	58,018.06	.00	.00	.00	.00	58,018.06
7-1311-431-00-122-494-1-734 NORTH ALAMO VILLAGE-SUBDIVISION STREETS	.00	123,288.38	123,288.38	.00	.00	.00	.00	123,288.38
7-1311-431-00-122-503-1-334 NORTHSIDE VILLAGE #2-ENG & ARCH SRV	.00	6,311.04	6,311.04	2,103.68	2,103.68	4,207.36	4,207.36	.00
7-1311-431-00-122-503-1-733 NORTHSIDE VILLAGE #2-DRAINAGE DITCHES	.00	30,924.10	30,924.10	.00	.00	.00	.00	30,924.10
7-1311-431-00-122-503-1-734 NORTHSIDE VILLAGE #2-SUBDIVISION STREETS	.00	57,430.46	57,430.46	.00	.00	.00	.00	57,430.46
7-1311-431-00-122-557-1-334 PENTECOSTAL-ENG & ARCH SRV	.00	1,881.50	1,881.50	1,881.50	1,881.50	.00	.00	.00
7-1311-431-00-122-557-1-733 PENTECOSTAL-DRAINAGE DITCHES	.00	18,175.29	18,175.29	.00	.00	.00	.00	18,175.29
7-1311-431-00-122-557-1-734 PENTECOSTAL-SUBDIVISION STREETS	.00	60,847.71	60,847.71	.00	.00	.00	.00	60,847.71
7-1311-431-00-122-568-0-334 PRIMAVERA I-ENG & ARCH SRV	.00	3,322.78	3,322.78	.00	.00	3,322.78	3,322.78	.00
7-1311-431-00-122-568-0-733 PRIMAVERA I-DRAINAGE DITCHES	.00	54,441.00	54,441.00	661.28	661.28	45,743.21	45,743.21	8,036.51
7-1311-431-00-122-580-1-334 RSW UNIT # 1-ENG & ARCH SRV	.00	14,146.72	14,146.72	7,073.36	7,073.36	7,073.36	7,073.36	.00
7-1311-431-00-122-580-1-734 RSW UNIT # 1-SUBDIVISION STREETS	.00	148,540.56	148,540.56	.00	.00	.00	.00	148,540.56
7-1311-431-00-122-596-0-334 RANCHO ESCONDIDO-ENG & ARCH SRV	.00	4,829.44	4,829.44	4,829.44	4,829.44	.00	.00	.00
7-1311-431-00-122-596-0-733 RANCHO ESCONDIDO-DRAINAGE DITCHES	.00	24,288.87	24,288.87	.00	.00	.00	.00	24,288.87
7-1311-431-00-122-596-0-734 RANCHO ESCONDIDO-SUBDIVISION STREETS	.00	46,173.51	46,173.51	.00	.00	.00	.00	46,173.51

Expenditure Summary Report

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Account No/Descriptio								
	Original		Adjusted	Encumbrances		Expenditures		
	Budget		Budget	Current	Y-T-D	Current	Y-T-D	
		Adjustments						Available
								Pct
1311 BORDER COLONIA ACCESS PROGRAM ROUND II								
7-1311-431-00-122-605-1-334 RED BARN-ENG & ARCH SRV								
	.00	4,252.08	4,252.08	2,126.04	2,126.04	2,126.04	2,126.04	.00 .00
7-1311-431-00-122-605-1-733 RED BARN-DRAINAGE DITCHES								
	.00	11,608.18	11,608.18	.00	.00	.00	.00	11,608.18 100.00
7-1311-431-00-122-620-0-334 ROADRUNNER #2-ENG & ARCH SRV								
	.00	6,839.36	6,839.36	6,839.36	6,839.36	.00	.00	.00 .00
7-1311-431-00-122-620-0-733 ROADRUNNER #2-DRAINAGE DITCHES								
	.00	109,156.19	109,156.19	.00	.00	.00	.00	109,156.19 100.00
7-1311-431-00-122-620-0-734 ROADRUNNER #2-SUBDIVISION STREETS								
	.00	178,096.93	178,096.93	85,911.12	85,911.12	7,016.80	7,016.80	85,169.01 47.82
7-1311-431-00-122-683-0-334 SOUTH FORK ESTATES-ENG & ARCH SRV								
	.00	5,865.00	5,865.00	5,865.00	5,865.00	.00	.00	.00 .00
7-1311-431-00-122-683-0-733 SOUTH FORK ESTATES-DRAINAGE DITCHES								
	.00	108,385.20	108,385.20	.00	.00	108,385.20	108,385.20	.00 .00
7-1311-431-00-122-693-0-334 SOUTH SIDE VILLAGE-ENG & ARCH SRV								
	.00	3,614.80	3,614.80	903.70	903.70	2,711.10	2,711.10	.00 .00
7-1311-431-00-122-693-0-734 SOUTH SIDE VILLAGE-SUBDIVISION STREETS								
	.00	37,955.40	37,955.40	.00	.00	.00	.00	37,955.40 100.00
7-1311-431-00-122-740-0-334 TINY ACRES-ENG & ARCH SRV								
	.00	6,656.40	6,656.40	3,328.20	3,328.20	3,328.20	3,328.20	.00 .00
7-1311-431-00-122-740-0-733 TINY ACRES-DRAINAGE DITCHES								
	.00	16,774.13	16,774.13	.00	.00	.00	.00	16,774.13 100.00
7-1311-431-00-122-740-0-734 TINY ACRES-SUBDIVISION STREETS								
	.00	53,118.07	53,118.07	.00	.00	.00	.00	53,118.07 100.00
7-1311-431-00-122-767-1-334 VAL BAR ESTATES-ENG & ARCH SRV								
	.00	5,902.40	5,902.40	1,475.60	1,475.60	4,426.80	4,426.80	.00 .00
7-1311-431-00-122-767-1-733 VAL BAR ESTATES-DRAINAGE DITCHES								
	.00	21,691.32	21,691.32	.00	.00	.00	.00	21,691.32 100.00
7-1311-431-00-122-767-1-734 VAL BAR ESTATES-SUBDIVISION STREETS								
	.00	40,283.88	40,283.88	.00	.00	.00	.00	40,283.88 100.00
7-1311-431-00-123-014-1-334 ACEVEDO S/D #4-ENG & ARCH SRV								
	.00	18,591.20	18,591.20	13,137.30	13,137.30	.00	.00	5,453.90 29.34
7-1311-431-00-123-014-1-733 ACEVEDO S/D #4-DRAINAGE DITCHES								
	.00	80,407.24	80,407.24	.00	.00	.00	.00	80,407.24 100.00
7-1311-431-00-123-014-1-734 ACEVEDO S/D #4-SUBDIVISION STREETS								
	.00	149,327.72	149,327.72	.00	.00	.00	.00	149,327.72 100.00
7-1311-431-00-123-015-0-334 ACOSTA S/D-ENG & ARCH SRV								
	.00	7,819.90	7,819.90	5,525.86	5,525.86	.00	.00	2,294.04 29.34
7-1311-431-00-123-015-0-733 ACOSTA S/D-DRAINAGE DITCHES								
	.00	24,157.98	24,157.98	.00	.00	.00	.00	24,157.98 100.00
7-1311-431-00-123-015-0-734 ACOSTA S/D-SUBDIVISION STREETS								
	.00	72,473.94	72,473.94	.00	.00	.00	.00	72,473.94 100.00
7-1311-431-00-123-042-0-334 AMBER LAND S/D-ENG & ARCH SRV								
	.00	5,591.44	5,591.44	1,317.03	1,317.03	2,634.07	2,634.07	1,640.34 29.34
7-1311-431-00-123-042-0-733 AMBER LAND S/D-DRAINAGE DITCHES								
	.00	14,509.78	14,509.78	.00	.00	.00	.00	14,509.78 100.00

Expenditure Summary Report

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Account No/Descriptio									
	Original		Adjusted	Encumbrances		Expenditures		Available	Pct
	Budget		Budget	Current	Y-T-D	Current	Y-T-D		
1311 BORDER COLONIA ACCESS PROGRAM ROUND II									
7-1311-431-00-123-042-0-734 AMBER LAND S/D-SUBDIVISION STREETS	.00	54,584.42	54,584.42	.00	.00	.00	.00	54,584.42	100.00
7-1311-431-00-123-072-0-334 BARNEY GROVES S/D-ENG & ARCH SRV	.00	3,673.86	3,673.86	865.37	865.37	1,730.75	1,730.75	1,077.74	29.34
7-1311-431-00-123-072-0-733 BARNEY GROVES S/D-DRAINAGE DITCHES	.00	14,981.55	14,981.55	.00	.00	.00	.00	14,981.55	100.00
7-1311-431-00-123-072-0-734 BARNEY GROVES S/D-SUBDIVISION STREETS	.00	30,417.09	30,417.09	.00	.00	.00	.00	30,417.09	100.00
7-1311-431-00-123-141-0-334 CASA DE LOS VECINOS-ENG & ARCH SRV	.00	19,965.50	19,965.50	7,882.60	7,882.60	3,941.30	3,941.30	8,141.60	40.78
7-1311-431-00-123-141-0-733 CASA DE LOS VECINOS-DRAINAGE DITCHES	.00	399,458.64	399,458.64	.00	.00	.00	.00	399,458.64	100.00
7-1311-431-00-123-152-1-334 CHULA VISTA ACRES-ENG & ARCH SRV	.00	9,370.91	9,370.91	2,286.29	2,286.29	4,572.59	4,572.59	2,512.03	26.81
7-1311-431-00-123-152-1-733 CHULA VISTA ACRES-DRAINAGE DITCHES	.00	43,336.40	43,336.40	.00	.00	.00	.00	43,336.40	100.00
7-1311-431-00-123-152-1-734 CHULA VISTA ACRES-SUBDIVISION STREETS	.00	73,789.00	73,789.00	.00	.00	.00	.00	73,789.00	100.00
7-1311-431-00-123-247-0-334 EL PARAISO S/D-ENG & ARCH SRV	.00	12,285.45	12,285.45	.00	.00	7,611.45	7,611.45	4,674.00	38.05
7-1311-431-00-123-247-0-733 EL PARAISO S/D-DRAINAGE DITCHES	.00	251,503.20	251,503.20	.00	.00	160,232.90	160,232.90	91,270.30	36.29
7-1311-431-00-123-250-0-334 EL SOL S/D #1-ENG & ARCH SRV	.00	13,355.97	13,355.97	4,864.75	4,864.75	2,432.38	2,432.38	6,058.84	45.36
7-1311-431-00-123-250-0-733 EL SOL S/D #1-DRAINAGE DITCHES	.00	84,220.57	84,220.57	.00	.00	.00	.00	84,220.57	100.00
7-1311-431-00-123-250-0-734 EL SOL S/D #1-SUBDIVISION STREETS	.00	170,993.27	170,993.27	.00	.00	.00	.00	170,993.27	100.00
7-1311-431-00-123-251-0-334 EL SOL S/D #2-ENG & ARCH SRV	.00	16,755.84	16,755.84	6,103.13	6,103.13	3,051.57	3,051.57	7,601.14	45.36
7-1311-431-00-123-251-0-733 EL SOL S/D #2-DRAINAGE DITCHES	.00	121,668.83	121,668.83	.00	.00	.00	.00	121,668.83	100.00
7-1311-431-00-123-251-0-734 EL SOL S/D #2-SUBDIVISION STREETS	.00	198,512.29	198,512.29	.00	.00	.00	.00	198,512.29	100.00
7-1311-431-00-123-267-1-334 EZEQUIEL ACEVEDO JR S/D#2-ENG & ARCH SRV	.00	7,872.26	7,872.26	1,854.27	1,854.27	3,708.55	3,708.55	2,309.44	29.34
7-1311-431-00-123-267-1-733 EZEQUIEL ACEVEDO JR S/D#2-DRAINAGE DITCH	.00	35,020.34	35,020.34	.00	.00	.00	.00	35,020.34	100.00
7-1311-431-00-123-267-1-734 EZEQUIEL ACEVEDO JR S/D#2-SUBDIVISION ST	.00	62,258.38	62,258.38	.00	.00	.00	.00	62,258.38	100.00
7-1311-431-00-123-312-0-334 HAVANA S/D-ENG & ARCH SRV	.00	8,002.00	8,002.00	5,654.56	5,654.56	.00	.00	2,347.44	29.34
7-1311-431-00-123-312-0-733 HAVANA S/D-DRAINAGE DITCHES	.00	39,552.91	39,552.91	.00	.00	.00	.00	39,552.91	100.00
7-1311-431-00-123-312-0-734 HAVANA S/D-SUBDIVISION STREETS	.00	59,329.37	59,329.37	.00	.00	.00	.00	59,329.37	100.00

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Expenditure Summary Report

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Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Descriptio									
Original Budget		Adjusted Budget	Encumbrances		Expenditures		Available	Pct	
	Adjustments		Current	Y-T-D	Current	Y-T-D			
1311 BORDER COLONIA ACCESS PROGRAM ROUND II									
7-1311-431-00-123-322-1-334 HILDA S/D-ENG & ARCH SRV									
	.00	6,000.23	6,000.23	.00	.00	6,000.23	6,000.23	.00	.00
7-1311-431-00-123-322-1-733 HILDA S/D-DRAINAGE DITCHES									
	.00	85,631.04	85,631.04	.00	.00	85,631.04	85,631.04	.00	.00
7-1311-431-00-123-322-1-734 HILDA S/D-SUBDIVISION STREETS									
	.00	128,327.52	128,327.52	.00	.00	128,327.52	128,327.52	.00	.00
7-1311-431-00-123-325-1-334 HILDA S/D #3-ENG & ARCH SRV									
	.00	4,243.18	4,243.18	3,491.74	3,491.74	.00	.00	751.44	17.71
7-1311-431-00-123-325-1-733 HILDA S/D #3-DRAINAGE DITCHES									
	.00	22,630.52	22,630.52	.00	.00	.00	.00	22,630.52	100.00
7-1311-431-00-123-325-1-734 HILDA S/D #3-SUBDIVISION STREETS									
	.00	32,565.88	32,565.88	.00	.00	.00	.00	32,565.88	100.00
7-1311-431-00-123-350-0-334 JESSAN S/D-ENG & ARCH SRV									
	.00	2,358.68	2,358.68	688.16	688.16	1,376.32	1,376.32	294.20	12.47
7-1311-431-00-123-350-0-733 JESSAN S/D-DRAINAGE DITCHES									
	.00	9,412.20	9,412.20	.00	.00	.00	.00	9,412.20	100.00
7-1311-431-00-123-350-0-734 JESSAN S/D-SUBDIVISION STREETS									
	.00	21,961.80	21,961.80	.00	.00	.00	.00	21,961.80	100.00
7-1311-431-00-123-384-1-334 LA HOMA RD N S/D-ENG & ARCH SRV									
	.00	36,730.80	36,730.80	.00	.00	29,194.56	29,194.56	7,536.24	20.52
7-1311-431-00-123-384-1-733 LA HOMA RD N S/D-DRAINAGE DITCHES									
	.00	125,018.50	125,018.50	.00	.00	114,530.00	114,530.00	10,488.50	8.39
7-1311-431-00-123-384-1-734 LA HOMA RD N S/D-SUBDIVISION STREETS									
	.00	229,453.10	229,453.10	7,373.00	7,373.00	222,080.10	222,080.10	.00	.00
7-1311-431-00-123-385-1-334 LA HOMA RD S S/D-ENG & ARCH SRV									
	.00	12,482.11	12,482.11	6,883.80	6,883.80	-19,059.45	-19,059.45	24,657.76	197.54
7-1311-431-00-123-385-1-733 LA HOMA RD S S/D-DRAINAGE DITCHES									
	.00	47,596.08	47,596.08	.00	.00	.00	.00	47,596.08	100.00
7-1311-431-00-123-385-1-734 LA HOMA RD S S/D-SUBDIVISION STREETS									
	.00	46,181.16	46,181.16	.00	.00	.00	.00	46,181.16	100.00
7-1311-431-00-123-427-1-334 LOS EBANOS S/D-ENG & ARCH SRV									
	.00	5,628.74	5,628.74	4,036.90	4,036.90	.00	.00	1,591.84	28.28
7-1311-431-00-123-427-1-733 LOS EBANOS S/D-DRAINAGE DITCHES									
	.00	28,654.08	28,654.08	.00	.00	.00	.00	28,654.08	100.00
7-1311-431-00-123-427-1-734 LOS EBANOS S/D-SUBDIVISION STREETS									
	.00	41,233.92	41,233.92	.00	.00	.00	.00	41,233.92	100.00
7-1311-431-00-123-488-1-334 MUNOZ ESTATES-ENG & ARCH SRV									
	.00	12,521.45	12,521.45	8,848.12	8,848.12	.00	.00	3,673.33	29.34
7-1311-431-00-123-488-1-733 MUNOZ ESTATES-DRAINAGE DITCHES									
	.00	52,608.09	52,608.09	.00	.00	.00	.00	52,608.09	100.00
7-1311-431-00-123-488-1-734 MUNOZ ESTATES-SUBDIVISION STREETS									
	.00	102,121.59	102,121.59	.00	.00	.00	.00	102,121.59	100.00
7-1311-431-00-123-498-1-334 NORTH CROSS ESTATES-ENG & ARCH SRV									
	.00	8,812.88	8,812.88	2,243.56	2,243.56	4,487.12	4,487.12	2,082.20	23.63
7-1311-431-00-123-498-1-733 NORTH CROSS ESTATES-DRAINAGE DITCHES									
	.00	45,805.20	45,805.20	.00	.00	.00	.00	45,805.20	100.00

Hidalgo County
Expenditure Summary Report
Standard Report Format

Account No/Description									
	Original		Adjusted	Encumbrances		Expenditures		Available	Pct
	Budget		Adjustments	Budget	Current	Y-T-D	Current		
1311 BORDER COLONIA ACCESS PROGRAM ROUND II									
7-1311-431-00-123-498-1-734 NORTH CROSS ESTATES-SUBDIVISION STREETS									
	.00	65,914.80	65,914.80	.00	.00	.00	.00	65,914.80	100.00
7-1311-431-00-123-784-1-334 VILLA CAPRI S/D-ENG & ARCH SRV									
	.00	6,240.84	6,240.84	1,636.58	1,636.58	3,273.16	3,273.16	1,331.10	21.33
7-1311-431-00-123-784-1-733 VILLA CAPRI S/D-DRAINAGE DITCHES									
	.00	25,573.63	25,573.63	.00	.00	.00	.00	25,573.63	100.00
7-1311-431-00-123-784-1-734 VILLA CAPRI S/D-SUBDIVISION STREETS									
	.00	54,343.97	54,343.97	.00	.00	.00	.00	54,343.97	100.00
7-1311-431-00-123-837-0-334 WALTON S/D-ENG & ARCH SRV									
	.00	4,838.10	4,838.10	1,139.60	1,139.60	2,279.20	2,279.20	1,419.30	29.34
7-1311-431-00-123-837-0-733 WALTON S/D-DRAINAGE DITCHES									
	.00	9,565.65	9,565.65	.00	.00	.00	.00	9,565.65	100.00
7-1311-431-00-123-837-0-734 WALTON S/D-SUBDIVISION STREETS									
	.00	50,219.67	50,219.67	.00	.00	.00	.00	50,219.67	100.00
7-1311-431-00-123-911-0-334 RESUB PLAT JIMENEZ S/D-ENG & ARCH SRV									
	.00	4,997.43	4,997.43	1,286.29	1,286.29	2,572.57	2,572.57	1,138.57	22.78
7-1311-431-00-123-911-0-733 RESUB PLAT JIMENEZ S/D-DRAINAGE DITCHES									
	.00	22,891.68	22,891.68	.00	.00	.00	.00	22,891.68	100.00
7-1311-431-00-123-911-0-734 RESUB PLAT JIMENEZ S/D-SUBDIVISION STREE									
	.00	40,696.32	40,696.32	.00	.00	.00	.00	40,696.32	100.00
7-1311-431-00-124-070-0-334 BAR VI-ENG & ARCH SRV									
	.00	3,644.20	3,644.20	750.00	750.00	750.00	750.00	2,144.20	58.84
7-1311-431-00-124-070-0-733 BAR VI-DRAINAGE DITCHES									
	.00	41,491.25	41,491.25	.00	.00	41,491.25	41,491.25	.00	.00
7-1311-431-00-124-070-0-734 BAR VI-SUBDIVISION STREETS									
	.00	112,180.03	112,180.03	.00	.00	112,180.03	112,180.03	.00	.00
7-1311-431-00-124-128-0-334 CALMA ESTATES-ENG & ARCH SRV									
	.00	1,379.70	1,379.70	335.00	335.00	.00	.00	1,044.70	75.72
7-1311-431-00-124-128-0-733 CALMA ESTATES-DRAINAGE DITCHES									
	.00	3,091.37	3,091.37	.00	.00	.00	.00	3,091.37	100.00
7-1311-431-00-124-128-0-734 CALMA ESTATES-SUBDIVISION STREETS									
	.00	20,066.60	20,066.60	.00	.00	.00	.00	20,066.60	100.00
7-1311-431-00-124-129-0-334 CALMA ESTATES #2-ENG & ARCH SRV									
	.00	1,954.55	1,954.55	477.50	477.50	.00	.00	1,477.05	75.57
7-1311-431-00-124-129-0-733 CALMA ESTATES #2-DRAINAGE DITCHES									
	.00	6,847.02	6,847.02	.00	.00	.00	.00	6,847.02	100.00
7-1311-431-00-124-129-0-734 CALMA ESTATES #2-SUBDIVISION STREETS									
	.00	42,060.30	42,060.30	.00	.00	.00	.00	42,060.30	100.00
7-1311-431-00-124-130-0-334 CALMA ESTATES #3-ENG & ARCH SRV									
	.00	1,252.90	1,252.90	305.00	305.00	.00	.00	947.90	75.66
7-1311-431-00-124-130-0-733 CALMA ESTATES #3-DRAINAGE DITCHES									
	.00	4,065.95	4,065.95	.00	.00	.00	.00	4,065.95	100.00
7-1311-431-00-124-130-0-734 CALMA ESTATES #3-SUBDIVISION STREETS									
	.00	27,210.61	27,210.61	.00	.00	.00	.00	27,210.61	100.00
7-1311-431-00-124-155-0-334 CITRUS CITY LAKE-ENG & ARCH SRV									
	.00	1,591.50	1,591.50	.00	.00	.00	.00	1,591.50	100.00

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS02A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Descriptio									
Original Budget		Adjustments	Adjusted Budget	Encumbrances		Expenditures		Available	Pct
				Current	Y-T-D	Current	Y-T-D		
1311 BORDER COLONIA ACCESS PROGRAM ROUND II									
7-1311-431-00-124-167-0-334 COLONIA BIG 5 -ENG & ARCH SRV									
	.00	14,289.54	14,289.54	.00	.00	10,744.50	10,744.50	3,545.04	24.81
7-1311-431-00-124-167-0-733 COLONIA BIG 5-DRAINAGE DITCHES									
	.00	79,927.00	79,927.00	.00	.00	70,811.00	70,811.00	9,116.00	11.41
7-1311-431-00-124-167-0-734 COLONIA BIG 5 -SUBDIVISION STREETS									
	.00	618,843.00	618,843.00	.00	.00	618,843.00	618,843.00	.00	.00
7-1311-431-00-124-363-1-334 L & R GARZA-ENG & ARCH SRV									
	.00	1,805.25	1,805.25	831.25	831.25	.00	.00	974.00	53.95
7-1311-431-00-124-363-1-733 L & R GARZA-DRAINAGE DITCHES									
	.00	10,783.58	10,783.58	.00	.00	.00	.00	10,783.58	100.00
7-1311-431-00-124-363-1-734 L & R GARZA-SUBDIVISION STREETS									
	.00	34,148.02	34,148.02	.00	.00	.00	.00	34,148.02	100.00
7-1311-431-00-124-482-0-334 MORNING SIDE ESTATES-ENG & ARCH SRV									
	.00	760.10	760.10	.00	.00	497.00	497.00	263.10	34.61
7-1311-431-00-124-482-0-733 MORNING SIDE ESTATES-DRAINAGE DITCHES									
	.00	13,834.00	13,834.00	13,834.00	13,834.00	.00	.00	.00	.00
7-1311-431-00-124-482-0-734 MORNING SIDE ESTATES-SUBDIVISION STREETS									
	.00	33,133.75	33,133.75	30,547.40	30,547.40	.00	.00	2,586.35	7.81
7-1311-431-00-124-541-0-334 PALMA S/D #1-ENG & ARCH SRV									
	.00	4,011.25	4,011.25	1,857.25	1,857.25	.00	.00	2,154.00	53.70
7-1311-431-00-124-541-0-733 PALMA S/D #1-DRAINAGE DITCHES									
	.00	27,054.97	27,054.97	.00	.00	.00	.00	27,054.97	100.00
7-1311-431-00-124-541-0-734 PALMA S/D #1-SUBDIVISION STREETS									
	.00	73,148.63	73,148.63	.00	.00	.00	.00	73,148.63	100.00
7-1311-431-00-124-543-0-334 PALMA S/D #2-ENG & ARCH SRV									
	.00	3,839.15	3,839.15	1,771.75	1,771.75	.00	.00	2,067.40	53.85
7-1311-431-00-124-543-0-733 PALMA S/D #2-DRAINAGE DITCHES									
	.00	23,924.04	23,924.04	.00	.00	.00	.00	23,924.04	100.00
7-1311-431-00-124-543-0-734 PALMA S/D #2-SUBDIVISION STREETS									
	.00	71,772.12	71,772.12	.00	.00	.00	.00	71,772.12	100.00
7-1311-431-00-124-585-1-334 RAMBO ESTATES-ENG & ARCH SRV									
	.00	1,937.10	1,937.10	893.00	893.00	.00	.00	1,044.10	53.90
7-1311-431-00-124-585-1-733 RAMBO ESTATES-DRAINAGE DITCHES									
	.00	8,685.08	8,685.08	.00	.00	.00	.00	8,685.08	100.00
7-1311-431-00-124-585-1-734 RAMBO ESTATES-SUBDIVISION STREETS									
	.00	39,565.36	39,565.36	.00	.00	.00	.00	39,565.36	100.00
7-1311-431-00-124-612-0-334 RENA RAE S/D-ENG & ARCH SRV									
	.00	5,125.80	5,125.80	2,365.50	2,365.50	.00	.00	2,760.30	53.85
7-1311-431-00-124-612-0-733 RENA RAE S/D-DRAINAGE DITCHES									
	.00	26,830.97	26,830.97	.00	.00	.00	.00	26,830.97	100.00
7-1311-431-00-124-612-0-734 RENA RAE S/D-SUBDIVISION STREETS									
	.00	100,935.55	100,935.55	.00	.00	.00	.00	100,935.55	100.00
7-1311-431-00-124-785-0-334 VILLA DEL MUNDO-ENG & ARCH SRV									
	.00	5,457.08	5,457.08	.00	.00	5,434.00	5,434.00	23.08	.42
7-1311-431-00-124-785-0-733 VILLA DEL MUNDO-DRAINAGE DITCHES									
	.00	106,918.00	106,918.00	.00	.00	106,918.00	106,918.00	.00	.00

Hidalgo County
Expenditure Summary Report
Standard Report Format

Account No/Description									
	Original	Adjustments	Adjusted	Encumbrances		Expenditures		Available	Pct
	Budget		Budget	Current	Y-T-D	Current	Y-T-D		
1334 CERT OF OBLIG,SERIES 2004									
7-1334-431-00-122-021-0-720 C.O.,2004-PCT 2-BUILDINGS									
	.00	1,250,000.00	1,250,000.00	.00	.00	.00	.00	1,250,000.00	100.00
7-1334-431-00-124-020-0-334 C.O.,2004-PCT 4-ENG & ARCH SERVICES									
	.00	700,000.00	700,000.00	.00	.00	.00	.00	700,000.00	100.00
7-1334-432-00-123-022-0-334 C.O.,2004-PCT 3 LANDFILL-ENG&ARCH									
	.00	47,460.00	47,460.00	47,460.00	47,460.00	.00	.00	.00	.00
7-1334-441-00-340-021-0-720 C.O.,2004-HEALTH DEPT PHARR-BUILDINGS									
	.00	1,500,000.00	1,500,000.00	.00	.00	.00	.00	1,500,000.00	100.00
7-1334-441-00-340-022-0-739 C.O.,2004-H/D EDBG-OTHER STRUCTURES									
	.00	520,000.00	520,000.00	152,837.30	152,837.30	120,496.00	120,496.00	246,666.70	47.44
1334 CERT OF OBLIG,SERIES 2004									
	.00	4,850,085.25	4,850,085.25	328,227.80	328,227.80	735,576.63	735,576.63	3,786,280.82	78.07
1336 CERT OF OBLIG,SERIES 2006									
7-1336-419-00-124-028-0-720 C.O.,2006-PCT 4-CRIM JUST CTR-BUILDINGS									
	.00	400,000.00	400,000.00	.00	.00	.00	.00	400,000.00	100.00
7-1336-419-40-220-027-0-739 C.O.,2006-B&G-OTHER MAJOR-OTHER STRUCTUR									
	.00	8,566.39	8,566.39	1,891.52	1,891.52	6,674.87	6,674.87	.00	.00
7-1336-419-40-220-028-0-739 C.O.,2006-B&G-CRTHSE ADDL PRK-OTHER STRU									
	.00	1,669,450.00	1,669,450.00	2,000.00	2,000.00	13,600.00	13,600.00	1,653,850.00	99.07
7-1336-421-00-220-042-0-720 C.O.,2006-B&G-CONSTABLE PCT 1- BUILDINGS									
	.00	372,804.38	372,804.38	.00	.00	.00	.00	372,804.38	100.00
7-1336-423-00-280-036-0-720 C.O.,2006-SHERIFF-SUBST PCT1-BUILDINGS									
	.00	3,000,000.00	3,000,000.00	.00	.00	.00	.00	3,000,000.00	100.00
7-1336-423-32-330-044-0-720 C.O.,2006-JUV DET CTR-BUILDINGS									
	.00	105,694.88	105,694.88	4,550.83	4,550.83	66,195.27	66,195.27	34,948.78	33.07
7-1336-431-00-121-041-0-731 C.O.,2006-PCT.1-ROADS									
	.00	2,087,513.55	2,087,513.55	535,346.54	535,346.54	680,945.86	680,945.86	871,221.15	41.73
7-1336-431-00-123-040-0-731 C.O.,2006-PCT.3-ROADS									
	.00	164,582.00	164,582.00	1,178.12	1,178.12	152,453.89	152,453.89	10,949.99	6.65
7-1336-431-00-123-040-0-733 C.O.,2006-PCT.3-DRAINAGE DITCHES									
	.00	89,840.00	89,840.00	.00	.00	89,840.00	89,840.00	.00	.00
7-1336-431-00-124-029-0-731 C.O.,2006-PCT.4-ROADS									
	.00	346,430.84	346,430.84	.00	.00	164,571.61	164,571.61	181,859.23	52.50
7-1336-431-00-124-031-0-731 C.O.,2006-PCT4-TRENTON (I RD-FM493)-RDS									
	.00	500,000.00	500,000.00	.00	.00	.00	.00	500,000.00	100.00
1336 CERT OF OBLIG,SERIES 2006									
	.00	8,744,882.04	8,744,882.04	544,967.01	544,967.01	1,174,281.50	1,174,281.50	7,025,633.53	80.34
7 YEAR									
	2,145,971.65	37,098,146.35	39,244,118.00	5,089,520.51	5,089,520.51	9,782,894.37	9,782,894.37	24,371,703.12	62.10

AI-7109

11.A.9.

**Excess Workers Compensation Insurance
CC REGULAR**

Date: 12/26/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration and action to accept final negotiations (including best and final offer), and award of sole response received for RFP NO: "2007-445-12-05-VYG-Hidalgo County's Excess Workers Compensation Insurance" with McGriff, Seibels & Williams (previously ranked as "qualified" to proceed w/neg. by CC on 12/11/07);

B. Requesting approval to purchase the insurance coverages and/or services for: RFP NO: 2007-445-12-05-VYG-Hidalgo County Excess Workers Compensation Insurance as described in the "RFP Proposal-Premium & Fee Schedule" as submitted by and through "McGriff, Seibels & Williams".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-2202-419-50-115-066-0-524

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$146,750.00 as of 12/14/07. Original 2007 budget was \$240,000.00 (presume similar funding in 2008)

Attachments

Link: [McGriff's
Response On Best
And Final Offer](#)

Link: [McGriff's
Premium & Fee
Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/14/2007 12:52 PM	APRV
2	Budget & Management	Dina Trevino	12/14/2007 01:58 PM	APRV
3	Dale Kennan	Dale Kennan	12/14/2007 02:38 PM	APRV

4	Auditor's Office	Arcilia Duran	12/14/2007 04:47 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Vangie Garcia

Started On: 12/13/2007 03:13 PM

Final Approval Date: 12/14/2007

Subject: RE: Best and Final Offer For RFP NO: 2007-455-12-05-Excess Workers Compensation
Date: Thu, 13 Dec 2007 14:28:37 -0600
From: "Susan Shoemake" <SShoemake@McGriff.com>
To: "Vangie Garcia" <garcia_vangie@yahoo.com>
CC: "Jackie Day" <JDay@McGriff.com>

Vangie:

The signed best and final offer is included (the form has been faxed as well). We have requested the certificate of insurance showing the County as additional insured and will forward to you upon receipt.

The Temporary Confirmation will follow upon receipt of the binder from the insurance carrier.

Should you have any questions, or require additional information, please do not hesitate to give me a call.

Your business is important to us and we appreciate the opportunity to service your insurance needs!

Thank-you!!!!

Susan Shoemake, CPCU

Account Manager
McGriff, Seibels & Williams Insurance Services, Inc.
404 E. Ramsey Rd., #108
San Antonio, TX 78216

(210) 695-8582 DIRECT (210) 695-8583 FAX
(877) 254-6564 TOLL FREE (210) 602-4840 CELL

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-----Original Message-----

From: Vangie Garcia [mailto:garcia_vangie@yahoo.com]
Sent: Thursday, December 13, 2007 2:00 PM
To: Susan Shoemake
Subject: Best and Final Offer For RFP NO: 2007-455-12-05-Excess Workers Compensation

Hello Mr. Fontenot, Susan,
Please review the attached information. Thank you.



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Johnny Fontenot, Senior Vice President
McGriff, Seibls & Williams of Texas

Attn: Susan Shoemake, CPCU
Account Manager

From: Vangie Y. Garcia, Buyer
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: December 13, 2007

Re: Best and Final Offer-Hidalgo County-Excess Workers Compensation Insurance
RFP NO: 2007-445-12-05-VYG

Pursuant to today's conference call meeting, to discuss coverages being offered in the RFP response from McGriff, Seibels & Williams. Such coverages are the General Liability, Workers' Compensation and Employer's Liability.

A reminder to McGriff, Seibels Williams, that the CIQ Form must be recorded at Hidalgo County Clerk's Office (Please refer to the proposal packet) and in the Legal Terms-Line Item Number 20, it discloses more detailed information regarding the CIQ Form. Once the form is recorded at Hidalgo County Clerk's Office, please remit a copy of it to my attention in order to be in compliance.

Please forward the "Certificate Of Insurance" as required and stated in the RFP, immediately to my attention in order to be in compliance.

Please forward also the "Temporary Confirmation" as discussed to my attention in order to proceed forward.

And finally, the request of the "Best and Final Offer" was discussed. Your original "Premium & Fees" is \$146,750.00 Flat and it is at this time Hidalgo County is requesting for consideration of a "Best and Final Offer" for the proposed scope of services for the above-referenced project.

We request that you submit a "Best And Final Offer" by today, Thursday, December 13, 2007, by 4:00 P.M., or sooner, in order to proceed in placing on the agenda for the next Commissioner's Court date of Tuesday, December 26, 2007, for approval of the "Best And Final Offer".

Please sign and return back by deadline of Thursday, December 13, 2007, at 4:00 P.M. If you have any questions, please call me at (956) 292-7000-Extension 4856. Thank you.

Best and Final Offer: \$ 146,750.00 Signed: Johnny Fontenot Printed Name: Johnny Fontenot
Title: Senior Vice President Date: 12/13/2007

HIDALGO COUNTY texas

Star Insurance Company
A.M. Best Rating A- VIII

Coverages	Limits of Liability	Self-Insured Retention	Premium & Fees
General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	\$1,000,000 Each Occurrence	\$146,750.00 Flat
Workers' Compensation	Statutory	\$350,000 Each Occurrence	Included Above
Employer's Liability	\$1,000,000	\$350,000 Each Occurrence	Included Above

1. Only one SIR applies in the event more than one coverage is involved in a single occurrence (ie: GL/LEL)
2. Coverage is written on an occurrence form.
3. Premium shown is flat – not subject to audit.
4. Limitation on Mold/Fungi for GL Coverage is \$500,000.

AI-7114

11.A.10.

**PreCast Safety End Treatments
CC REGULAR**

Date: 12/26/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Gricelda Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Recommending bid award to the bidder meeting all specifications and/or requirements for RFB- Precast Safety End Treatments for Hidalgo County and approval of contract, subject to legal review.(bid no.: 2007-117)

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: County Wide

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Pct. 1: 7-1201-431-00-121-005-0-674 Avail. \$3,022.80. 07 original budget of \$51,000.00 (presume similar in 08).

7-1336-431-00-121-041-0-731 Available balance is \$871,221.15 as of 12/19/07.

Pct. 2: 7-1202-431-00-122-006-0-674 Avail. \$940.56. 07 original budget of \$2,200.00 (presume similar in 08).

Pct. 3: 7-1203-431-00-123-005-0-674 Avail. \$45,533.63. 07 original budget of \$25,000.00 (presume similar in 08).

Pct. 4: 7-1204-431-00-124-007-0-674 Avail. \$10,650.24. 07 original budget of \$32,000.00 (presume similar in 08).

Attachments

Link: Safety End
Treatments

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 04:24 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 08:18 AM	APRV
3	Dale Kennan	Dale Kennan	12/19/2007 09:36 AM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 02:43 PM	APRV
5	Court Administrator	Monica Badillo	12/20/2007 03:06 PM	APRV

Form Started By: Gricelda Villarreal

Started On: 12/14/2007 10:12 AM

Final Approval Date: 12/20/2007

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Purchasing

BID OPENING DATE: November 29, 2006

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Safety End Treatments"

BID NO: 06-273-11-29-06CGV

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	L & R Precast Mission, Tx	See Bid Tabulation Sheet		
#2 R	Rio Valley Pipe, LTD Mission, Tx	See Bid Tabulation Sheet		
#3	Hanson Pipe & Precast	See Bid Tabulation Sheet		
#4				
#5				
#6				
#7				
#8				
#9				
#10				

HIDALGO COUNTY
"SAFETY END TREATMENTS"
BID NO. 2007-117-11-21CGV

TABULATION PAGE

Participants: ~~~~		I. Precast Safety End Treatment - Type II RIPRAP-PSET-RR					Hanson Pipe & PreCast				
L & R Precast Concrete Works Inc.		Rio Valley Pipe, LLC									
Size	Slope	Price	Pipe Runner	Size	Slope	Price	Pipe Runner	Size	Slope	Price	Pipe Runner
18"	6-1	\$550.00	\$300.00	18"	6-1	\$575.00	\$315.00	18"	6-1	\$400.00	No Bid
18"	4-1	\$500.00	\$275.00	18"	4-1	\$525.00	\$300.00	18"	4-1	No Bid	No Bid
24"	6-1	\$650.00	\$425.00	24"	6-1	\$680.00	\$450.00	24"	6-1	\$500.00	No Bid
24"	4-1	\$600.00	\$400.00	24"	4-1	\$630.00	\$425.00	24"	4-1	No Bid	No Bid
30"	6-1	\$950.00	\$675.00	30"	6-1	\$980.00	\$700.00	30"	6-1	No Bid	No Bid
30"	4-1	\$900.00	\$650.00	30"	4-1	\$930.00	\$675.00	30"	4-1	No Bid	No Bid

Participants: ~~~~		II. Precast Safety End Treatment - Type II Cross Drainage PSET-SC and PSET-RC									
L & R Precast Concrete Works Inc.		Rio Valley Pipe, LLC					Hanson Pipe & PreCast				
PSET-SC----(NO BIDS on PSET-RC)		PSET-SC---(NO BIDS on PSET-RC)					PSET-SC-----PSET-RC)				
Size	Slope	Price	Pipe Runner	Size	Slope	Price	Pipe Runner	Size	Slope	Price PSET-SC & RC	Pipe Runner
18"	6-1	\$400.00	\$300.00	18"	6-1	\$425.00	\$315.00	18"	6-1	\$400.00	No Bid
18"	4-1	\$375.00	\$275.00	18"	4-1	\$400.00	\$300.00	18"	4-1	No Bid	No Bid
24"	6-1	\$600.00	\$425.00	24"	6-1	\$625.00	\$450.00	24"	6-1	\$550.00	No Bid
24"	4-1	\$550.00	\$400.00	24"	4-1	\$575.00	\$425.00	24"	4-1	No Bid	No Bid
30"	6-1	\$700.00	\$675.00	30"	6-1	\$725.00	\$700.00	30"	6-1	No Bid	No Bid
30"	4-1	\$675.00	\$650.00	30"	4-1	\$700.00	\$675.00	30"	4-1	No Bid	No Bid

HIDALGO COUNTY
"PRE-CAST SAFETY END TREATMENTS"
BID NO. 2007-117-11-21CGV

Participants: 			I. Precast Safety End Treatment - Type II Parallel Drainage PSET-RP										
L & R Precast Concrete Words Inc				Rio Valley Pipe, LLC				Hanson Pipe & PreCast					
Size	Slope	Price	Pipe Runner	Size	Slope	Price	Pipe Runner	Size	Slope	Price	Pipe Runner		
18"	6-1	NO BID	NO BID	18"	6-1	NO BID	NO BID	18"	6-1	\$400.00	No Bid		
18"	4-1	NO BID	NO BID	18"	4-1	NO BID	NO BID	18"	4-1	No Bid	No Bid		
24"	6-1	NO BID	NO BID	24"	6-1	NO BID	NO BID	24"	6-1	\$550.00	No Bid		
24"	4-1	NO BID	NO BID	24"	4-1	NO BID	NO BID	24"	4-1	No Bid	No Bid		
30"	6-1	NO BID	NO BID	30"	6-1	NO BID	NO BID	30"	6-1	No Bid	No Bid		
30"	4-1	NO BID	NO BID	30"	4-1	NO BID	NO BID	30"	4-1	No Bid	No Bid		

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

IBF-RFP-RFQ-RFI

BID OPENING DATE: November 21, 2007

BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Safety End Treatments"

BID NO: 06-273-11-29-06CGV

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. L & R Precast Concrete	BLM	CGV	11-6-07	3807 N. Bentsen Palm Dr. Mission, Tx 78572
2. Rio Valley Pipe, L.L.C.	BLM	CGV	11-6-07	7301 W Expwy 83 Mission, Tx 78572
3. Hanson Pipe & Precast	IP		11-9-07	PO Box 1905 La Feria, Tx 78559
4.				
5.				
6.				
7.				
8.				
9.				
10.				

*VIA:

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Mr. Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Robert Andrade, Field Operations Foreman

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: December 7, 2007

RE: "Pre-Cast Safety End Treatments" for Hidalgo County Project

Enclosed you will find the tabulation sheet for the above referenced project. Please review it and forward your recommendation so as to proceed with award of contract by no later than Tuesday, December 11, 2007 at 2:00 P.M.

If you have any questions, please call me at 318-2626.

APPROVE



DISAPPROVE



Recommending vendor and/or vendors:

L+R

FUNDS AVAILABILITY: ☒ Yes ☐ No ☐ Other (specify) _____

BUDGET ACCOUNT #: *7-1201-431-00-121-005-0-674*

7-1336-431-00-121-0440-731

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

Noe Montes

Noe Montes

12/12/07

All Via Fax Transmittals

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629



PURCHASING DEPARTMENT
County Of Hidalgo

Due Tuesday 11/12

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Mr. Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Robert Andrade, Field Operations Foreman

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: December 7, 2007

RE: "Pre-Cast Safety End Treatments" for Hidalgo County Project"

Enclosed you will find the tabulation sheet for the above referenced project. Please review it and forward your recommendation so as to proceed with award of contract by no later than Tuesday, December 11, 2007 at 2:00 P.M.

If you have any questions, please call me at 318-2626.

APPROVE



DISAPPROVE



Recommending vendor and/or vendors Multiple TO how Bids due on each separate SITE

FUNDS AVAILABILITY: X Yes No Other (specify)

BUDGET ACCOUNT #: 7-1202-431-00-122-006-0674

Ricardo Cuellar
AUTHORIZED SIGNATURE

RICARDO Cuellar
PRINTED NAME

12/10/07
DATE

All Via Fax Transmittals

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: **Mr. Noe Montes, Assistant Administrator**

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: **Mr. Ricardo Cuellar, Field Operations Foreman**

FROM: **Cris Villarreal, Buyer**
Hidalgo County Purchasing Department

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: **Mr. Oscar Garza Jr., Commissioner**
Domingo Villarreal Jr. Coordinator for PCT. 3
Hidalgo County Precinct No. 4
ATTN: **Mr. Robert Andrade, Field Operations Foreman**

DATE: December 7, 2007

RE: "Pre-Cast Safety End Treatments" for Hidalgo County Project"

Enclosed you will find the tabulation sheet for the above referenced project. Please review it and forward your recommendation so as to proceed with award of contract by no later than Tuesday, December 11, 2007 at 2:00 P.M.

If you have any questions, please call me at 318-2626.

APPROVE ☒

DISAPPROVE ☐

Recommending vendor and/or vendors: L+R Preeast Concrete Work Inc.

FUNDS AVAILABILITY: ☒ Yes ☐ No ☐ Other (specify) _____

BUDGET ACCOUNT #: 171303-431-00-123 005-0-674

Domingo Villarreal Jr.
AUTHORIZED SIGNATURE

Domingo Villarreal Jr.
PRINTED NAME

Coordinator
for PCT. 3

DATE

12-11-07

All Via Fax Transmittals

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Mr. Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Robert Andrade, Field Operations Foreman

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: December 7, 2007

RE: "Pre-Cast Safety End Treatments" for Hidalgo County Project"

Enclosed you will find the tabulation sheet for the above referenced project. Please review it and forward your recommendation so as to proceed with award of contract by no later than Tuesday, December 11, 2007 at 2:00 P.M.

If you have any questions, please call me at 318-2626

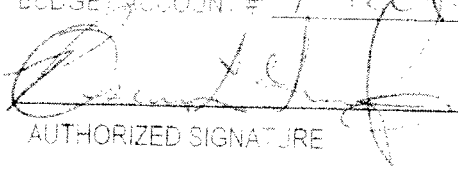
APPROVE ☒

DISAPPROVE ☐

Recommending vendor and/or vendors: L & R Precast Concrete Works Inc.

FUNDS AVAILABILITY: ☒ Yes ☐ No ☐ Other (specify) _____

BUDGET ACCOUNT # 7-1209-431-00-124-007 E-


AUTHORIZED SIGNATURE

Oscar L. Garza Jr.
PRINTED NAME

12/13/07
DATE

All Via Fax Transmittals

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
Via Fax: 956-787-4683

ATTN: Mr. Ricardo Cuellar CV -
Field Operations Foreman

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: December 14, 2007

RE: "Precast Safety End Treatments" for Hidalgo County Project

I received and reviewed the recommendation by each precinct regarding the bids received for the above referenced project. After thoroughly reviewing the bid packets for each vendor and based on your recommendation for multiple low bidders for each separate size of pipes, one of the vendors submitted an incomplete bid; therefore, bid award will be based on bidder meeting all specifications and/or requirements.

The item will be place on Commissioner's Court agenda meeting of December 26, 2007, for award of bid. If you have any questions in regards, please do not hesitate to call me at 318-2626.

Please acknowledge receipt by signing below and return back to Purchasing Department, Via Fax to (956) 318-2629 or 292-7612.

Printed Name: _____

Signature: _____

Date: _____

HIDALGO COUNTY
"SAFETY END TREATMENTS"
BID NO. 2006-273-11-29CGV

2006

TABULATION PAGE

Participants: 🏗️🏗️🏗️				I. Precast Safety End Treatment - Type II RIPRAP-PSET-RR				
L & R Precast Concrete Works Inc.				Rio Valley Pipe, LTD.				
Size	Slope	Price	Pipe Runner		Size	Slope	Price	Pipe Runner
18"	6-1	\$500.00	\$250.00		18"	6-1	\$518.00	\$260.00
18"	4-1	\$415.00	\$210.00		18"	4-1	\$437.00	\$234.00
24"	6-1	\$600.00	\$315.00		24"	6-1	\$614.00	\$336.00
24"	4-1	\$565.00	\$275.00		24"	4-1	\$576.00	\$285.00
30"	6-1	\$890.00	\$575.00		30"	6-1	\$905.00	\$589.00
30"	4-1	\$800.00	\$520.00		30"	4-1	\$816.00	\$538.00

Participants:				II. Precast Safety End Treatment - Type II Cross Drainage PSET-SC and PSET-RC				
L & R Precast Concrete Works Inc. PSET-SC----(NO BIDS on PSET-RC)				Rio Valley Pipe, LTD. PSET-SC----(NO BIDS on PSET-RC)				
Size	Slope	Price	Pipe Runner		Size	Slope	Price	Pipe Runner
18"	6-1	\$320.00	\$250.00		18"	6-1	\$336.00	\$260.00
18"	4-1	\$285.00	\$215.00		18"	4-1	\$298.00	\$23400
24"	6-1	\$465.00	\$315.00		24"	6-1	\$475.00	\$336.00
24"	4-1	\$425.00	\$275.00		24"	4-1	\$437.00	\$285.00
30"	6-1	\$815.00	\$575.00		30"	6-1	\$823.00	\$589.00
30"	4-1	\$700.00	\$515.00		30"	4-1	\$715.00	\$538.00

Participants:				I. Precast Safety End Treatment - Type II Parallel Drainage PSET-RP				
L & R Precast Concrete Words Inc.				Rio Valley Pipe, LTD.				
Size	Slope	Price	Pipe Runner		Size	Slope	Price	Pipe Runner
18"	6-1	NO BID	NO BID		18"	6-1	NO BID	NO BID
18"	4-1	NO BID	NO BID		18"	4-1	NO BID	NO BID
24"	6-1	NO BID	NO BID		24"	6-1	NO BID	NO BID
24"	4-1	NO BID	NO BID		24"	4-1	NO BID	NO BID
30"	6-1	NO BID	NO BID		30"	6-1	NO BID	NO BID
30"	4-1	NO BID	NO BID		30"	4-1	NO BID	NO BID

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

REQUIREMENTS CONTRACT
C-07-00-00-00

THIS CONTRACT is made and entered into this _____, **2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and , Texas _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Precast Safety End Treatments"**(the **"Services"**); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, 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 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 to Hidalgo County for Project as listed on specification . 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 **Hidalgo County** following a request for Services by the **Commissioner** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.
3. This Contract shall be for a period beginning _____, 2007, and ending on _____

_____, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.
6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.
7. Company shall provide insurance in force on all its vehicles and all persons 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.
8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.
9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and 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.
10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.
11. 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 performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. 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:

13. 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.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. 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.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2007.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, County Judge

ATTEST:

Arturo Guajardo,Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

Approved as to form:
Atlas & Hall, L. L. P.

By: _____

HIDALGO COUNTY
"Safety End Treatments"
Bid No. 2006-273-00-00CGV

TERMS AND CONDITIONS/SPECIFICATIONS:

- Bidder(s) shall supply, where needed (on an "As Needed" Basis) in Hidalgo County, or Job Site, "Precast Safety End Treatments".
- 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 unforeseen delay in award of new bid for next contract term.
- Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item bid basis, whichever is in the best interest of the County.
- After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
- Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performances of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
- All costs and expenses associated with the preparation and submission of (bids, proposals and or/quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1). Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

HIDALGO COUNTY
"Safety End Treatments"
Bid No. 2007-117-00-00CGV

BID PAGE

I. PRECAST SAFETY END TREATMENT - TYPE II RIPRAP-PSET-RR

(SEE ATTACHED EXHIBIT "B" FOR MEASUREMENTS OF PRECAST SAFETY END TREATMENTS)

SIZE	SLOPE	UNIT PRICE
18"	6-1	\$ _____
18"	4-1	\$ _____
24"	6-1	\$ _____
24"	4-1	\$ _____
30"	6-1	\$ _____
30"	4-1	\$ _____

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ _____
18"	4-1	\$ _____
24"	6-1	\$ _____
24"	4-1	\$ _____
30"	6-1	\$ _____
30"	4-1	\$ _____

ADDITIONAL FEES: (IF ANY) \$ _____

HIDALGO COUNTY
"Safety End Treatments"
Bid No. 2006-273-00-00CGV

BID PAGE

II. SAFETY END TREATMENT - TYPE II- CROSS DRAINAGE PSET-SC AND PSET-RC

SIZE PSET-SC	SLOPE	UNIT PRICE	SIZE P SET-RC	SLOPE	UNIT PRICE
18"	6-1	\$ _____	18"	6-1	\$ _____
18"	4-1	\$ _____	18"	4-1	\$ _____
24"	6-1	\$ _____	24"	6-1	\$ _____
24"	4-1	\$ _____	24"	4-1	\$ _____
30"	6-1	\$ _____	30"	6-1	\$ _____
30"	4-1	\$ _____	30"	4-1	\$ _____

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ _____
18"	4-1	\$ _____
24"	6-1	\$ _____
24"	4-1	\$ _____
30"	6-1	\$ _____
30"	4-1	\$ _____

ADDITIONAL FEES: (IF ANY) \$ _____

HIDALGO COUNTY
"Safety End Treatments"
Bid No. 2007-117-00-00CGV

BID PAGE

III. PRECAST SAFETY END TREATMENT - TYPE II PARALLEL DRAINAGE -PSET-RP

SIZE	SLOPE	UNIT PRICE
18"	6-1	\$ _____
18"	4-1	\$ _____
24"	6-1	\$ _____
24"	4-1	\$ _____
30"	6-1	\$ _____
30"	4-1	\$ _____

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ _____
18"	4-1	\$ _____
24"	6-1	\$ _____
24"	4-1	\$ _____
30"	6-1	\$ _____
30"	4-1	\$ _____

ADDITIONAL FEES: (IF ANY) \$ _____

BIDDER'S NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE NUMBER:

FAX NUMBER :

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

AI-7130

11.A.11.

Mats

CC REGULAR

Date: 12/26/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with UniFirst in connection with : Mats, Dust Mops & Shop Rags.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-419-40-220-001-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Buildings & Grounds

Avaiable Balance as of 12-19-07 \$7,228.34. Original 2007 Budget of \$45,000.00 (presume similar funding for 2008).

FISCAL YEAR: 2007

ACCT. #: 7-1202-431-00-122-005-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Precinct #2 - Adm

Available Balance as of 12-19-07 \$297.20. Original 2007 Budget of \$650.00 (presume similar funding for 2008).

FISCAL YEAR: 2007

ACCT. #: 7-1100-423-21-280-002-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Jail

Avaiable Balance as of 12-19-07 \$7,403.31. Original 2007 Budget \$26,000.00 (presume similar funding for 2008).

FISCAL YEAR: 2007

ACCT. #: 7-1204-431-00-124-005-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Precinct #4 Adm.

Available Balance as of 12-19-07 \$165.09. Original 2007 Budget \$1,200.00 (presume similar funding for 2008).

FISCAL YEAR: 2007

ACCT. #: 7-1203-431-00-123-005-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Precinct #3 P/U Rd.

Available Balance as of 12-19-07 \$480.50, Original 2007 Budget \$11,000.00 (presume similar funding for 2008).

FISCAL YEAR: 2007

ACCT. #: 7-1100-432-00-123-001-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Sanitation Pct. 3

Available Balance as of 12-19-07 \$100.73. Original 2007 Budget \$2500.00 (presume similar funding for 2008).

Attachments

Link: [Mats](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 04:25 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 08:42 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/19/2007 09:10 AM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 04:52 PM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:12 AM	APRV

Form Started By: Mary Maldonado

Started On: 12/17/2007 09:47 AM

Final Approval Date: 12/21/2007



PURCHASING DEPARTMENT
County Of Hidalgo

December 17, 2007

Mr. Roy Lucio
Unifirst Corporation
515 East Beech
McAllen, Texas 78501

Re: C-06-266-10-24 Janitorial Services

Dear Mr. Lucio:

Commissioners' Court will take applicable action (Tuesday, December 26, 2007) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is January 01, 2007. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, December 20, 2007, 5:00p.m., via facsimile to (956) 956-318-2629.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado

Mary A. Maldonado
Hidalgo County Contracts Manager

AI-7132

11.A.12.

**HIDALGO COUNTY - New County Gov't Center
CC REGULAR**

Date: 12/26/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo
County

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineer Services in connection with Hidalgo County - New County Government Facility;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineer services required for the design construction of Hidalgo County's New Government Facility;

1st. _____; 2nd. _____;

3rd. _____;

C. Authority for the Purchasing Department to negotiate a professional Engineer Services Contract with the No.1 ranked firm of _____ for the provision of Engineer Services for Hidalgo County New Government Facility.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1302-413-00-220-034-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-19-07 \$1,859,375.00.

Attachments

Link: GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 04:26 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 08:43 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/19/2007 09:00 AM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 04:55 PM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:12 AM	APRV

Form Started By: Laura Moya

Started On: 12/17/2007 10:46 AM

Final Approval Date: 12/21/2007

HIDALGO COUNTY
“NEW COUNTY GOVERNMENT FACILITY”
ENGINEER

Scoring/Evaluation
Grid

Total Scores	Hinojosa Engineering, Inc.	Melden & Hunt, Inc.	J.E. Saenz & Associates, Inc.
Evaluated by No 1	100	97	93
TOTALS			
RANKING			

AI-7087

11.B.1.

Pct. 1-Work Authoization No. 104-Border Visions-C-06-380-09-05

CC REGULAR

Date: 12/26/2007

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 consideration, discussion, acceptance and approval of Work Authorizations Nos. 104 in the amount of \$8,900.00 each from Border Visions Consulting Group, LLC for Consulting Services (National Park Services)-Hidalgo County Pct. No. 1, in connection with Contract No. C-06-380-09-05.

BACKGROUND

Work Authorization No. 104

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1211-452-00-121-013-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$1,750.00 available balance. Agenda Item 7060 CC 12/18/07 is scheduled to increase the available balance by \$8,900.00

Attachments

Link: Pct. 1-Work
Authoization No.
104-Border
Visions-C-06-380-09-05

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/14/2007 04:47 PM	APRV
2	Budget & Management	Dina Trevino	12/17/2007 02:38 PM	APRV
3	Rey Salazar	Rey Salazar	12/18/2007 03:14 PM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 01:33 PM	APRV
5	Court Administrator	Monica Badillo	12/20/2007 03:06 PM	APRV

Form Started By: Letty Saenz

Started On: 12/12/2007 04:35 PM

Final Approval Date: 12/20/2007

AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT

Work Authorization No. 104

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the "AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT, DATED _____, hereinafter identified as the "Agreement", entered into by and between Owner and Consultant.

PART 1. The Consultant will perform Grant Writing Services in accordance with Exhibit "A" of the Agreement and as approved through this work authorization as approved and executed by each Hidalgo Precinct.

A. National Park Services	Fee	Yes	No (check if required)
Pre- Application	\$5,600.00	☒	☐
Recovery Action Plan	\$8,900.00	☒	☐
JPARR Grant Application	\$2,700.00	☐	☐
B. Texas Parks & Wildlife			
Indoor Grant Application	\$4,050.00	☐	☐
Outdoor Grant Application	\$4,050.00	☐	☐
Boat Ramp Construction	\$4,050.00	☐	☐
C. Mandatory Travel			
Reimbursable travel to:			
Texas Parks and Wildlife Department			
Department of the Interior-National Parks Systems			
Airfare	\$230.00	☐	☐
Car rental	\$55.00/day	☐	☐
Hotel	\$75.00/day	☐	☐
D. Facilitation of Meetings			
Monthly Meeting	\$675.00 x 12 = \$8,100.00	☐	☐
E. Additional Copies of Documents			
	\$0.08 per page b/w	☐	☐
	\$0.15 per page color	☐	☐

Date	7671	# of pages	1
From	Robert Elvira	Co. Name	CL
To	Lefty	Phone #	
Co./Dept		Fax #	

C-06-380-09-05

PART II. The amount payable for the services under this work authorization will be determined in accordance with Article 3.

PART III. This work authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate in accordance with Article 5.

PART IV. This work authorization does not waive the parties responsibilities and obligations provided under this Agreement.

AGREED:

PRINCIPAL/CONSULTANT:

OWNER:

BORDER VISIONS CONSULTING GROUP, L.L.C.

COUNTY OF HIDALGO

By: Paul M. Vazaldua, Jr. Date: _____

By: _____ Date: _____

Printed Name: Paul M. Vazaldua, Jr.
Title: President

Printed Name: Commissioner 1 2 3 4

AI-7110

11.B.2.

**Pct. 1- Professional Engineering Svc-L & G
Engineering-C-07-451-00-00-FM 493 frm MILE 10 TO SH 107
CC REGULAR**

Date: 12/26/2007

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 L & G Consulting Engineers Inc. d/b/a L & G Engineering for the " FM 493 from MILE 10 to SH 107 (for Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying Bridge and Roadway Design) for Hidalgo County Precinct No. 1 (as selected after evaluation of S.O.Q.'s from the POOL OF ENGINEERS and previously approved by C.C. on November 27, 2007 for negotiation of the contract with L & G ENGINEERING and approved by legal council to proceed with final execution of contract)

B. Presentation for consideration, discussion, acceptance and approval of WORK AUTHORIZATION NO. 1 in the amount of \$ 1,598,950.00 with L & G Engineering Laboratory, LLC for: FM 493 from MILE 10 to MILE 14 (for Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying Bridge and Roadway Design) for Hidalgo County Precinct No. 1, in connection with Contract No. C-07-451-00-00.

BACKGROUND

Contract approved by legal counsel.
Work Authorization No. 1

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-121-049-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$1,600,000 available balance as of 12/17/07.

Attachments

Link: Contract apprvd
by Legal Counsel

Link: WA #1-L&G
Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/14/2007 04:48 PM	APRV
2	Budget & Management	Dina Trevino	12/17/2007 02:41 PM	APRV
3	Rey Salazar	Rey Salazar	12/18/2007 03:15 PM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 02:06 PM	APRV
5	Court Administrator	Monica Badillo	12/20/2007 03:06 PM	APRV

Form Started By: Letty Saenz

Started On: 12/13/2007 05:10 PM

Final Approval Date: 12/20/2007

COUNTY OF HIDALGO §

C- _____

THIS AGREEMENT is made, by and between HIDALGO COUNTY, acting herein by and through the Commissioner's Court, hereinafter called the "Owner", and L & G Consulting Engineers Inc. d/b/a L & G Engineering, Professional Engineers of Mercedes, Texas, hereinafter called the "Engineer".

WITNESSETH:

WHEREAS, the Owner desires to contract with the Engineer to provide professional engineering services for "FM 493 from MILE 10 to SH 107" (for Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying Bridge and Roadway Design) project for Hidalgo County Precinct No. 1 hereinafter referred to as the "Project.

NOW, THEREFORE, the Owner and the Engineer in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection

with the Project as stated in the articles to follow and for having rendered such services, the owner agrees to pay the Engineer compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the Project with the following:

2.1 Scope of Work. The Owner will furnish items and provide those services for the development of the Project and fulfillment of this Agreement, as identified in EXHIBIT "A" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as identified in EXHIBIT "B"– Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the Engineer, as more particularly identified in EXHIBIT "B", attached hereto.

2.3 Schedule of Work. The Engineer shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in EXHIBIT "C" – *Work Schedule*, attached hereto and made a part of this Agreement.

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 upon completion of projects (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 Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of

work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**.

These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by Exhibit "C", attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time

schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be

rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 Basic Services. For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"–Fee Breakdown**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for *Services* shall be made by the **Owner**,

upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in EXHIBIT "B", attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "Special Services Fee") at the hourly labor rates and non-labor rates (hereinafter referred to as "Contract Rates") specified in EXHIBIT "D" – *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense

statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably

deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a

payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"– *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the

Owner and the Engineer. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under

this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" – *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental**

Agreement and authorization to proceed is granted by the Owner. The Owner reserves the right to withhold payment to the Engineer pending verification of satisfactory work performed by the Engineer.

ARTICLE 9. Additional Work. If the Engineer is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Engineer shall promptly notify the Owner in writing, In the event the Owner finds that such work does constitute extra work, the Owner shall so advise the Engineer and a written supplemental agreement will be executed between the Owner and the Engineer as provided herein. The Engineer shall not perform any proposed additional work or incur any additional cost prior to the execution by both the Engineer and the Owner of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the Contract Rates specified in EXHIBIT "D" attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The Owner shall not be liable or under any obligation to compensate the Engineer for work performed or costs incurred by the Engineer relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall

be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not

relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the Engineer, if procurement services are required of the Engineer hereunder, all discounts, rebates and refunds shall accrue to the Owner. For some purchases, the Engineer may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the Engineer shall promptly notify the Owner so that a course of action may be mutually agreed upon by the Owner and the Engineer.

ARTICLE 13. Records, Accounting, Inspection. The Engineer shall keep full and detailed records and accounts in a manner approved by the Owner. The Engineer shall afford the Owner's authorized personnel and independent auditors, if any, full access to the work performed by the Engineer regarding the Project and to all of the Engineer's books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the Engineer shall preserve all such records for three (3) years after final payment. The Engineer shall deliver to the Owner upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the Owner.

ARTICLE 14. Subcontracting and Assignment. The Engineer shall not assign, subcontract or transfer the Engineer's interest in this Agreement without the prior written consent of the Owner. The Engineer shall bind every subconsultant by written

subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such

apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information

and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may

designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional

compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional

standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "PS&E") are identified in this Agreement under Article 2 hereof or EXHIBIT "B", attached hereto, as part of the services to be provided by the Engineer for the Project, prior to the commencement of construction, the Engineer shall certify in writing to the Owner that the PS&E for the Project, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The Engineer represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Engineer's services.

(c) The Engineer represents, covenants and agrees that all of Engineer's services to be furnished by the Engineer under or pursuant to this Agreement from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of Project.

(d) The Engineer represents, covenants and agrees that the Engineer's special talent, training and experience cause the Engineer to be the prime professional on

the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any

PS&E developed by the Engineer for the Project, nor shall the Engineer be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Engineer's skill and knowledge in preparing such PS&E.

(f) In connection with the Engineer's performance of procurement services hereunder, if any, the Engineer use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the Owner.

ARTICLE 18. Engineer's Resources. The Engineer shall furnish and maintain, at the Engineer's own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The Engineer shall provide a manager (Project Manager) for the Project that is a registered professional engineer in the State of Texas. The Project manager shall have such knowledge and experience as will enable that Project Manager during the course of the Project without prior consent of the Owner. If, due to situations beyond the control of the Engineer, the Engineer must change the Project Manager prior to the completion and acceptance of the Project, the Engineer will submit a request to change the Project Manager to the Owner for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively

"Indemnitors") shall and do agree to indemnify, and hold harmless the Owner, the Owner's respective directors, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the Engineer's services through activities of the Engineer, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the Engineer or of any person employed or contracted by the Engineer provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be legally liable. The Engineer shall also save harmless the Owner from any and all expense, including but not limited to, attorney fees which may be incurred by the Owner in litigation or otherwise resisting said claim or liabilities which may be imposed on the Owner as a result of such activities by the Engineer, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the Engineer

shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer*

under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (\$250,000) each person for bodily injury, five hundred thousand dollars (\$500,000) each occurrence for bodily injury, and one hundred thousand dollars (\$100,000) each occurrence for property damage.
- (4) **Professional Liability** in limits of \$1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (*Hidalgo County Certificate of Insurance*) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**– *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach

of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Project by Owner.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon

or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**OWNER: Hidalgo County
Inc.
100 E. Cano, 2nd Floor
Edinburg, Texas 78539**

**ENGINEER: L & G Consulting Engineers
2100 West Expwy 83
Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the Engineer and the Owner relating to the work herein described and supersedes any prior

understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the Engineer as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the Engineer hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the Owner to enter into this Agreement.

WITNESS WHEREOF, the Engineer and the Owner have caused this Agreement for Professional Services to be effective as of the _____ day of _____, 2007.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a L & G ENGINEERING

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

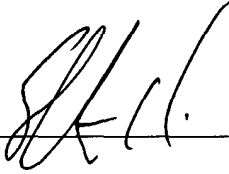
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: _____, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____



ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (<i>Hidalgo County</i>)

EXHIBIT "A"
**SERVICES TO BE
PROVIDED BY OWNER**

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) 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.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- (a) Approve agenda and all exhibits prior to public meeting.
 - (b) Approve date and location of the meeting.
 - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
 - (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
 - (10) Review and approve the Project design criteria.
 - (11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER

EXHIBIT "B"

Services to be provided by the Engineer

PROJECT LIMITS:

- **FM 493: From Mile 10 North to SH 107**

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Work Authorization shall consist of providing Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, Bridge and Roadway Design. The Engineer will prepare bid packages as identified in each Work Authorization for Plans, Specifications, and Estimates (PS&E) for the reconstruction of FM 493 From Mile 10 to SH 107, in Segments, from an existing 40' rural roadway to a 5-lane curb & gutter roadway with a continuous left turn lane including all associated drainage, structures, bridge & grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer under this Work Authorization shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.**

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, "Services to be Provided by the State".

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- **FC110 ~ Design Schematic Development**
- **FC120 ~ Social, Economic, and Environmental Studies, and Public Involvement**
- **FC130 ~ Existing Right-of-Way Determination**
- **FC150 ~ Design Surveys**
- **FC160 ~ Roadway Design**
- **FC161 ~ Hydrologic/Hydraulic Study**
- **FC162 ~ Signing, Pav't Marking, Signals**
- **FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc**
- **FC164 ~ Contract Management**
- **FC70 ~ Bridge Design**

FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting/hearing is not proposed for this project; however, a workshop/meeting with the City of Elsa is proposed and the Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the workshop/meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- This Scope does not include technical assistance for either a Public Meeting and/or Public Hearing.
- The Schematic details will be completed to the Districts identified checklist.

Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

The Engineer will conduct the necessary research and field investigations to prepare an Environmental Assessment document to obtain a Categorical Exclusion clearance for the project.

Task I. Document Purpose and Need for the Project: This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

Task II. Alternatives: This section 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 III. Affected Environment and Environmental Consequences: For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

Land Use and Socio-economic Impacts: Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

Ecological Resources: A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

Hazardous Materials: A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

Noise and Air Quality: A noise analysis and air quality impacts will be assessed under this scope.

Field Investigations: Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

Graphics: Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

Public Involvement – A discussion will be provided regarding any public involvement which occurs on the project. The Engineer will assist the District in providing technical support for one workshop/meeting. No other public involvement activities will be done under this scope.

Report Preparation and Submittal – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

Coordination – L&G will coordinate with the SWCA to conduct the Historical Resources Survey and report. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

Assumptions used to derive to proposed fee estimate and scope of services:

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one workshop/meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in less than 30 days after obtaining a preliminary schematic and/or receipt of data needed.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

(SERVICES TO BE PROVIDED BY SWCA)

SWCA, Inc. will conduct the historic resource investigations for inclusion in this report and/or submittal to the Texas Historical Commission (THC).

The following tasks will be performed by SWCA on behalf of L&G Engineering for a proposed 6-mile road improvement project of Farm-to-Market (FM) 493 from Mile 10 Road to SH 107 in Hidalgo County, Texas. SWCA will identify, document, and record extant buildings, structures, and objects constructed 50 years prior to the letting date of the construction project or earlier within the project's Area of Potential Effect (APE). SWCA will then evaluate all identified resources for National Register of Historic Places (NRHP) eligibility. The scope of services and associated cost estimate are based on the assumption that the APE/survey area will extend 150 feet beyond the proposed right-of-way boundaries. It is additionally assumed that up to 100 historic resources may be located within the survey area, based on a cursory examination of the Edcouch USGS 7.5' quadrangle maps, and the fact that the project area travels through the center

of the town of Elsa (established in 1927). The client shall provide SWCA with details of the proposed project, including a description of the existing roadway and an outline of the proposed roadway construction. This outline will include road improvements and landscape alterations such as the development of curbs, drainage systems, sidewalks, and ditches. The proposed scope of services is a reconnaissance-level identification and evaluation of non-archaeological historic-age resources, which includes a literature review, reconnaissance survey, and summary reconnaissance report.

Literature Review and Research Design

SWCA 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 the 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. SWCA 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 Texas Historical Commission (THC) for a final determination of the APE and approval for the project to proceed.

Reconnaissance Survey

Following completion of the preliminary research tasks, a SWCA architectural historian 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 historian 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.

Summary Reconnaissance Report

SWCA will provide L&G Engineering, Inc. with four copies of a summary reconnaissance report that 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" or 4" x 6" 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.

Draft copies of the report will be submitted to L&G Engineering for review and comment prior to submittal to ENV for their review. Once the draft has been reviewed, any appropriate edits will be made and a final report will be submitted to L&G Engineering and ENV.

FC 130 ~ PRELIMINARY ROW DETERMINATION

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

FM 493 FROM MILE 10 TO SH 107**General**

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-foot stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground.** This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.
 - a. This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
 - b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
 - c. Monumentation set or found will be shown and described as to material and size.
 - d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
 - e. Intersecting streets will be shown and identified by name and right-of-way width.
 - f. Railroads will be shown and identified by name and right-of-way width.
 - g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
 - h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

FC 150 ~ DESIGN SURVEYING

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

FM 493 FROM MILE 10 TO SH 107**A. Design Survey**

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 between Mile 10 and SH 107. The Basis for the H & V Control shall be the control previously established on FM 493 south of Mile 10.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.
2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.

3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.
- 6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.
7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. **The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.**
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tying in all topo.

B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.
2. A horizontal and vertical. control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control. Points as well as describe the basis of the datum's used.

FC 160 – DESIGN (SERVICES TO BE PROVIDED BY L&G)

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

FC 161 – DRAINAGE (SERVICES TO BE PROVIDED BY L&G)

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

FC 161 - STORM WATER POLLUTION PREVENTION PLAN (SW3P)
(SERVICES TO BE PROVIDED BY L&G)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

FC 162 - SIGNAL DESIGN

(SERVICES TO BE PROVIDED BY ETSI)

PROJECT LIMITS:**FM 493: From Mile 10 North to SH 107****GENERAL SCOPE OF WORK:****Project Understanding**

Ergonomic Transportation Solutions, Inc. (ETSI) will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 at the following intersections:

FM 493 at Mile 10 1/2 – Existing signal will require major modifications, such as pole relocation and rewiring, new loop detector placement and controller relocation.

FM 493 at Mile 14 1/2 – Install new flashing beacon.

FM 493 at Mile 15 – Existing signal will require major modifications, such as pole relocation and rewiring, new loop detector placement and controller relocation.

FM 493 at SH 107 – Existing signal will require major modifications, such as pole relocation and rewiring, new loop detector placement and controller relocation.

FM 493 at Mile 16 – Existing Flashing Beacon will require major modifications such as pole relocation and re-wiring.

FM 493 at SH 107 – Existing signal will require significant modifications, such as rewiring and new loop detector placement.

TASK 1 – General Notes for Traffic Signal installation

ETSI will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

TASK 2 – Estimate and Quantities

ETSI will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

ETSI will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

TASK 3 – Condition Diagram

ETSI will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

TASK 4 – Proposed Signal Plan Layout

ETSI will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

ETSI with assistance from L&G Engineering will contact the local power company for electrical service requirements at each of the above interceptions.

ETSI will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

TASK 5 – Signal Phasing and Timing

Based on traffic counts furnished by TxDOT, ETSI will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

TASK 6 – Standard Sheets List

ETSI will prepare a list of standard sheets for the 60%, 90% and 100% submittals. ETSI will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

TASK 7 – Specifications List and Cost Estimate

ETSI will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. ETSI will also prepare cost estimates at the 60%, 90% and 100% submittals.

TASK 8 – Electrical Schedules

ETSI will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

TASK 9 – Field Investigation and Meetings

ETSI will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

ETSI will participate in one project progress meeting with L&G/TxDOT.

TASK 10 – Other services

ETSI will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

ADDITIONAL SERVICES

Additional services not covered in the above scope will be negotiated separately. In addition to the above intersections, ETSI will conduct field investigations at the intersection of FM 493 and Mile 10. From available photographs, it appears that no signal work will be necessary at this intersection. However, if during field investigations, it is determined that signal modifications are necessary, the effort required to prepare the signal modification plans will be negotiated separately.

It is also possible that temporary traffic signal plans may be necessary at the intersection of FM 493 with SH 107, to control traffic during construction. The right of way at this intersection is limited and handling traffic during contraction may require interim traffic signals. After development of the traffic control plans, ETSI will investigate the need for temporary traffic signals and the effort required to prepare temporary signal plans will be negotiated separately.

FC 162 - SIGNAL DESIGN

(SERVICES TO BE PROVIDED BY L&G)

L&G shall furnish ETSI hard copies and electronic versions of the existing topographic data as well as the proposed geometric design with all related reference files.

L&G will be responsible for contacting all utility companies present at the above intersections and furnish such information to ETSI. ETSI will assist L&G in identifying and resolving utility conflicts as required by L&G.

L&G shall also provide coordination and communication for the progress of the signal design work among all parties involved.

FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS

(SERVICES TO BE PROVIDED BY L&G)

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and signal pole locations. L&G will coordinate signal pole placement with cross walks and wheel chair ramps. L&G will prepare pavement marking details for the following cross streets:

FM 493 at Mile 10 ½ - Pavement markings for transition to existing roadway.

FM 493 at Mile 11 - Pavement markings for transition to existing roadway.

FM 493 at Mile 11 ½ - Pavement markings for transition to existing roadway.

FM 493 at Mile 12 - Pavement markings for transition to existing roadway.

FM 493 at Mile 12 ½ - Pavement markings for transition to existing roadway.

FM 493 at Mile 13 - Pavement markings for transition to existing roadway.

FM 493 at Mile 13 ½ - Pavement markings for transition to existing roadway.

FM 493 at Mile 14 - Pavement markings for transition to existing roadway.

FM 493 at Mile 14 ½ - Pavement markings for transition to existing roadway.

FM 493 at Mile 15 - Pavement markings for transition to existing roadway.

FM 493 at Mile 15 ½ - Pavement markings for transition to existing roadway.

FM 493 at Mile 16 - Pavement markings for transition to existing roadway.

FM 493 at SH 107 - Pavement markings for transition to existing roadway.

TASK 2 – Estimate and Quantities

L&G will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 – Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 162 – SIGNING AND DELINEATION LAYOUTS

(SERVICES TO BE PROVIDED BY L&G)

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the

plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

- Existing signs to remain in place
- Existing signs to be removed
- Proposed new signs
- Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

TASK 2 – Summary of Small Signs

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 – Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 163 - IRRIGATION SIPHONS AND CANALS

(SERVICES TO BE PROVIDED BY L&G)

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

FC 163: TRAFFIC CONTROL

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review

Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

FC 163: UTILITIES

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the District Office or at L&G's office)

- A. Determine the ownership of the existing utilities on the subject project.
- B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.
- C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the City, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.
 1. A reproducible drawing 8-1/2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment
 2. Drawing will include the following:
 - a) Existing and/or proposed R.O.W lines.
 - b) Existing and/or proposed roadways.
 - c) Proposed drainage structure
 - d) Existing underground utility in plan and profile.
 - e) Owner of utility.
 - f) Benchmark
 3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.
 4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:
 - a) Highway station number.
 - b) Name of utility company and type of facility.
 - c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.
 4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.
 5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

FC 164 – CONTRACT MANAGEMENT

(SERVICES TO BE PROVIDED BY L&G)

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

FC 170 – BRIDGE DESIGN

(SERVICES TO BE PROVIDED BY L&G)

- A. Develop one (1) bridge layout for the proposed structure as outlined by the Pharr District Bridge Layout checklist. The proposed structure will yield one layout sheet. Scale will be 1"=20' horizontal and vertical.
 - 1. This scope assumes one (1) proposed bridge structure just south of SH107 over HCDD#1 Drain.
 - 2. Perform a study to justify structure type.
- B. Develop one (1) sheet showing construction phasing for the proposed structure.
- C. L&G will provide all other design and detailing necessary for the bridge.

EXHIBIT "C"
WORK SCHEDULE

TASK AND DESCRIPTION	FIRM	2007-2008												2009													
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
WORK AUTHORIZATION NO. 1																											
Entire Length of Project																											
PROJECT PLANNING																											
Obtain Right of Entry (SURVEYING)	RODS																										
Update Planimetric and DTM files	RODS																										
DESIGN SURVEYS	RODS																										
EXISTING RIGHT-OF-WAY LAYOUT	RODS																										
meetings - w/ Hidalgo County Drainage District No. 1	LAG																										
meetings w/ City of Donna	LAG																										
meetings - w/ Precinct No. 1	LAG																										
Hydrologic Map	LAG																										
Utility Coordination	LAG																										
Coordination with TXDOT AND COUNTY	LAG																										
Coordination with 2 Irrigation Districts	LAG																										
Schematic & Environmental Document Development																											
Develop Schematic with outfalls	LAG																										
Meet w/ TXDOT and revise schematic as per comments	TXDOT																										
TXDOT and COUNTY approves Schematic	LAG																										
Draft Environmental Document, Field Visits, etc	LAG																										
Submit Draft EA	TXDOT																										
District Review/Revisions	TXDOT																										
Revisions as per ENV comments	LAG																										
Agency Coordination	TXDOT																										
Categorical Exclusion Clearance	TXDOT																										
PS&E DEVELOPMENT FROM: MILE 10 TO MILE 14																											
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	LAG																										
COMPLETE INTERSECTION LAYOUTS	LAG																										
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	LAG																										
DESIGN STORM DRAIN SYSTEM	LAG																										
DESIGN ROADWAY	LAG																										
SIGNING, PAVT MARKINGS AND SIGNALS	LAG/ESI																										
TXDOT REVIEW PLAN SUBMITTAL AND LET PROJECT	TXDOT																										
TXDOT COMPLETES ROW MAP																											
WORK AUTHORIZATION NO. 2																											
PS&E DEVELOPMENT FROM: MILE 14 TO SH 107																											
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	LAG																										
COMPLETE INTERSECTION LAYOUTS	LAG																										
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	LAG																										
DESIGN STORM DRAIN SYSTEM	LAG																										
DESIGN ROADWAY & BRIDGE	LAG																										
SIGNING, PAVT MARKINGS AND SIGNALS	LAG/ESI																										
TXDOT REVIEW PLAN SUBMITTAL	TXDOT																										
NEW CONTRACT OR COUNTY COMPLETES WORK																											
ROW ACQUISITION FOR ENTIRE PROJECT																											
Project Administration																											
Coordination with County and TXDOT																											
Preliminary Administrative & Acquisition Process																											
Title Commitments																											
Appraisal Reports																											
Appraisal Review Reports																											
Appraisal Update Reports																											
Approved Values by TXDOT																											
Acquisition Negotiation Offers																											
Title Curative Process																											
Title Commitment Updates																											
Payments for Parcels																											
Condemnation Support Process																											
Eminent Domain Proceedings by COUNTY																											
Title Insurance Policies - Negotiations/ED																											
Consumption of Outstanding Cases																											

EXHIBIT "D"
FEE SCHEDULE

EXHIBIT "D" FEE SCHEDULE
L&G Consulting Engineers, Inc
2007

Job Description (NSPE Grade)	Base Rate*	Contract Rate**
Project Manager	50.00	155.00
Senior Engineer	44.00	136.40
Env. Manager/Specialist	43.00	133.30
Engineer	33.65	104.32
GIS/ Env. Specialist	32.09	99.48
Designer	33.00	102.30
Engineer in Training (EIT)	24.72	76.63
Engineering Technician	24.04	74.52
CADD Operator	21.00	65.10
Administrative Assistant	17.50	54.25

Direct Labor = 100.00%

Overhead = 175.00%

Direct Labor + Overhead = 275.00%

Profit Rate = 12.5% $(275.00 \times 0.125) = 34.38$ Multiplier = $(275.00 + 34.38) / 100 =$

3.10

* Base Rate = average weighted estimated salary without burden.

** These are the rates to be used to negotiate work authorizations: These rates are estimates: Billings will be invoiced at Base Rate marked up by 3.10

*Base Rate = estimated raw salary without burden

REIMBURSABLE DIRECT EXPENSES

Mileage	\$(**)/mi	*** Not to exceed prevailing rate for client employees (additional lodging taxes allowed)
Car Rental	\$60.00/Day	
Lodging	\$(**)/day	
Meals	\$(**)/day	
Air Travel	\$200/Round Trip	
B&W Copies (8.5x11)	\$ 0.10 /sheet	
B&W Copies (11x17)	\$ 0.20 /sheet	
Color Copies (8.5x11)	\$ 1.00 /sheet	
Color Copies (11x17)	\$ 1.50 /sheet	
Mylar (11x17)	\$ 2.00 /sheet	
Report Binders/Materials	\$ 9.00 /report	
Digital Plotter (Schematics)	\$ 1.25 /sq. ft.	
Overnite Carrier Cost	\$ 15.00 /each	
Bond Plots, third party	\$ 2.00 /linear ft.	
Mylar Plots, third party	\$ 3.50 /sq. ft.	
CADD Machine Cost	\$ - included in Overhead Rate	

EXHIBIT "D" FEE SCHEDULE
ENGINEERING BUDGET ESTIMATE AND FEE FOR FM 493 NORTH PROJECT

ROADWAY PROJECT ENTIRE LENGTH.....	FM 493: Mile 10 to SH 107	
LIMITS: Segment 1	Mile 10 North to Mile 14	
LIMITS: Segment 2	Mile 14 North to SH 107	
EXISTING ROADWAY SECTION:	40' - Rural	
EXISTING ROW WIDTH:	variable 80' - Rural	
PROPOSED ROADWAY SECTION:	64'-84' F-F max Urban + aux	
PROPOSED ROW WIDTH:	120' max	
ESTIMATED CONSTRUCTION COST for Segment 1...(3.5 Mil/mi).....	\$14,000,000.00	
EST CONSTRUCTION COST for Segment 2 plus Bridge...(3.5 Mil/mi plus 500K).....	\$9,250,000.00	
ESTIMATED TOTAL CONSTRUCTION COST for Segment 1 & 2.....	\$23,250,000.00	
LENGTH:	6.5 Miles	
ESTIMATED PROJECT COSTS		
	STATE	LOCAL
TOTAL ROADWAY CONSTRUCTION COST	\$23,250,000.00	\$ -
WORK AUTHORIZATION NO. 1		
PHASE IA - PLANNING & DESIGN FOR SEGMENT 1&2		
Schematic		\$ 292,950.00
L&G Survey Work		\$ 25,000.00
H&V Control		\$ 18,000.00
Establish Existing ROW		\$ 73,500.00
Design Surveys including outfalls		\$ 83,500.00
Environmental Assessment & PI Support and Hist and Archeological		\$ 90,000.00
PHASE IB - DESIGN FOR SEGMENT 1		
PS&E Development		\$ 980,000.00
Construction Management		\$ 36,000.00
WORK AUTHORIZATION NO. 2		
PHASE IC - DESIGN FOR SEGMENT 2		
PS&E Development		\$ 647,500.00
Bridge Design		\$ -
Bridge Scour Report for TxDOT		\$ 15,000.00
Bridge Layout for TxDOT		\$ 25,000.00
Construction Management		\$ 36,000.00
NEW CONTRACT OR COUNTY COMPLETES WORK		
PHASE II - ESTIMATED RIGHT OF WAY COSTS FOR SEGMENT 1 & 2		
ROW Mapping & Field Surveying (based on 130 parcels)	\$ 286,000.00	
Compensible Utilities	\$ 500,000.00	\$ -
Roadway Right-of-Way Costs - 576000 sqft @ \$4.00 average/sq ft	\$ 934,187.00	\$ -
Roadway Right-of-Way Costs - Acq.Services @ (est. 130 Parcels @ \$10,000/Parcel Avg.)		\$ 1,300,000.00
PHASE III - CONSTRUCTION FOR SEGMENT 1 & 2		
TxDOT Construction Inspection	\$ 2,557,500.00	
SUB-TOTAL WORK AUTHORIZATION NO. 1		
	\$	1,598,950.00
SUB-TOTAL WORK AUTHORIZATION NO. 2		
	\$	723,500.00
ESTIMATED SUB-TOTAL PHASE II		
	\$1,720,187.00	\$ 1,300,000.00
ESTIMATED SUB-TOTAL PHASE III		
	\$25,807,500.00	
TOTAL PROJECT COST		
	\$	31,150,137.00

EXHIBIT "E"
WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section** _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. I shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No. ____**.

HIDALGO COUNTY

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2006.

THE ENGINEER:

THE OWNER:
HIDALGO COUNTY

By: Engineer

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 "F"
SUPPLEMENTAL AGREEMENT

EXHIBIT "F"
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____ (hereinafter referred to as the "**Project**") and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ____ of the **Agreement**, (article title), is revised to

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:
ENGINEER**

BY: _____

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"
CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
12/05/07

PRODUCER Hilb Rogal & Hobbs (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED L & G Consulting Engineers Inc dba L & G Engineering 2100 W Expressway 83 Mercedes, TX 78570	INSURERS AFFORDING COVERAGE INSURER A: Fidelity & Guaranty Insurance Compan INSURER B: Travelers Casualty & Surety Co INSURER C: Ace American Insurance Company INSURER D: INSURER E:	NAIC # 35386 25658 22667

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	PACP2822L500TLC07	07/19/07	07/19/08	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	PACP2822L500TLC07	07/19/07	07/19/08	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 \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	IACRUB2567B95507	07/23/07	07/23/08	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	G2363384A001	07/20/07	07/20/08	\$1,000,000 ea. claim \$1,000,000 aggregate \$15,000 ded. ea. claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Supplemental Name **

First Supplemental Name applies to all policies - L & G Consulting Engineers Inc

CERTIFICATE HOLDER
 County of Hidalgo
 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-451-
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc. d/b/a L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, and Roadway Design for the reconstruction of FM 493 from Mile 10 to Mile 14.

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 **\$1,598,950.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section 7** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. **7-1336-431-00-121-049-0-841**

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. 1**

HIDALGO COUNTY PRECINCT NO. 1

BY: 
Sylvia S. Handy, 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 ENGINEER:


By: Jacinto Garza, P.E.

**THE OWNER:
HIDALGO COUNTY**

By: Juan D. Salinas, III, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" -	Service to be Provided by the Owner
EXHIBIT "B" -	Services to be Provided by the Engineer
EXHIBIT "C" -	Work Schedule
EXHIBIT "D" -	Cost Proposal

EXHIBIT "A"
SERVICES TO BE
PROVIDED BY OWNER

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) 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.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- (a) Approve agenda and all exhibits prior to public meeting.
 - (b) Approve date and location of the meeting.
 - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
 - (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
 - (10) Review and approve the Project design criteria.
 - (11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER

EXHIBIT "B"
Services to be provided by the Engineer

PROJECT LIMITS:

- **FM 493: From Mile 10 North to Mile 14**

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Work Authorization shall consist of providing Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, Bridge and Roadway Design. The Engineer will prepare bid packages as identified in each Work Authorization for Plans, Specifications, and Estimates (PS&E) for the reconstruction of FM 493 From Mile 10 to Mile 14 in Segments, from an existing 40' rural roadway to a 5-lane curb & gutter roadway with a continuous left turn lane including all associated drainage, structures, and grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer under Work Authorization No. 1 shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.**

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, "Services to be Provided by the State".

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- **FC110 ~ Design Schematic Development**
- **FC120 ~ Social, Economic, and Environmental Studies, and Public Involvement**
- **FC130 ~ Existing Right-of-Way Determination**
- **FC150 ~ Design Surveys**
- **FC160 ~ Roadway Design**
- **FC161 ~ Hydrologic/Hydraulic Study**
- **FC162 ~ Signing, Pav't Marking, Signals**
- **FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc**
- **FC164 ~ Contract Management**

FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting/hearing is not proposed for this project; however, a workshop/meeting with the City of Elsa is proposed and the Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the workshop/meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- This Scope does not include technical assistance for either a Public Meeting and/or Public Hearing.
- The Schematic details will be completed to the Districts identified checklist.

Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

The Engineer will conduct the necessary research and field investigations to prepare an Environmental Assessment document to obtain a Categorical Exclusion clearance for the project.

Task I. Document Purpose and Need for the Project: This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

Task II. Alternatives: This section 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 III. Affected Environment and Environmental Consequences: For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

Land Use and Socio-economic Impacts: Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

Ecological Resources: A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

Hazardous Materials: A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

Noise and Air Quality: A noise analysis and air quality impacts will be assessed under this scope.

Field Investigations: Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

Graphics: Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

Public Involvement – A discussion will be provided regarding any public involvement which occurs on the project. The Engineer will assist the District in providing technical support for one workshop/meeting. No other public involvement activities will be done under this scope.

Report Preparation and Submittal – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

Coordination – L&G will coordinate with the SWCA to conduct the Historical Resources Survey and report. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

Assumptions used to derive to proposed fee estimate and scope of services:

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one workshop/meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in less than 30 days after obtaining a preliminary schematic and/or receipt of data needed.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

(SERVICES TO BE PROVIDED BY SWCA)

SWCA, Inc. will conduct the historic resource investigations for inclusion in this report and/or submittal to the Texas Historical Commission (THC).

The following tasks will be performed by SWCA on behalf of L&G Engineering for a proposed 6-mile road improvement project of Farm-to-Market (FM) 493 from Mile 10 Road to SH 107 in Hidalgo County, Texas. SWCA will identify, document, and record extant buildings, structures, and objects constructed 50 years prior to the letting date of the construction project or earlier within the project's Area of Potential Effect (APE). SWCA will then evaluate all identified resources for National Register of Historic Places (NRHP) eligibility. The scope of services and associated cost estimate are based on the assumption that the APE/survey area will extend 150 feet beyond the proposed right-of-way boundaries. It is additionally assumed that up to 100

historic resources may be located within the survey area, based on a cursory examination of the Edcouch USGS 7.5' quadrangle maps, and the fact that the project area travels through the center of the town of Elsa (established in 1927). The client shall provide SWCA with details of the proposed project, including a description of the existing roadway and an outline of the proposed roadway construction. This outline will include road improvements and landscape alterations such as the development of curbs, drainage systems, sidewalks, and ditches. The proposed scope of services is a reconnaissance-level identification and evaluation of non-archaeological historic-age resources, which includes a literature review, reconnaissance survey, and summary reconnaissance report.

Literature Review and Research Design

SWCA 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 the 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. SWCA 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 Texas Historical Commission (THC) for a final determination of the APE and approval for the project to proceed.

Reconnaissance Survey

Following completion of the preliminary research tasks, a SWCA architectural historian 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 historian 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.

Summary Reconnaissance Report

SWCA will provide L&G Engineering, Inc. with four copies of a summary reconnaissance report that 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" or 4" x 6" 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.

Draft copies of the report will be submitted to L&G Engineering for review and comment prior to submittal to ENV for their review. Once the draft has been reviewed, any appropriate edits will be made and a final report will be submitted to L&G Engineering and ENV.

FC 130 ~ PRELIMINARY ROW DETERMINATION

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

FM 493 FROM MILE 10 TO MILE 14

General

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-foot stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground.** This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.
 - a. This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
 - b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
 - c. Monumentation set or found will be shown and described as to material and size.
 - d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
 - e. Intersecting streets will be shown and identified by name and right-of-way width.
 - f. Railroads will be shown and identified by name and right-of-way width.
 - g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
 - h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

FC 150 ~ DESIGN SURVEYING

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

FM 493 FROM MILE 10 TO MILE 14

A. Design Survey

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 between Mile 10 and SH 107. The Basis for the H & V Control shall be the control previously established on FM 493 south of Mile 10. Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.**

2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.
3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.
- 6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.
7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. **The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.**
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tying in all topo.

B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.

2. A horizontal and vertical control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control. Points as well as describe the basis of the datum's used.

FC 160 – DESIGN (SERVICES TO BE PROVIDED BY L&G)

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

FC 161 – DRAINAGE (SERVICES TO BE PROVIDED BY L&G)

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

FC 161 - STORM WATER POLLUTION PREVENTION PLAN (SW3P)
(SERVICES TO BE PROVIDED BY L&G)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

FC 162 - SIGNAL DESIGN
(SERVICES TO BE PROVIDED BY ETSI)

PROJECT LIMITS:

FM 493: From Mile 10 North to MILE 14

GENERAL SCOPE OF WORK:

Project Understanding

Ergonomic Transportation Solutions, Inc. (ETSI) will produce a complete set of Plans,

Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 at the following intersections:

FM 493 at Mile 10 1/2 – Existing signal will require major modifications, such as pole relocation and rewiring, new loop detector placement and controller relocation.

TASK 1 – General Notes for Traffic Signal installation

ETSI will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

TASK 2 – Estimate and Quantities

ETSI will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

ETSI will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

TASK 3 – Condition Diagram

ETSI will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

TASK 4 – Proposed Signal Plan Layout

ETSI will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

ETSI with assistance from L&G Engineering will contact the local power company for electrical service requirements at each of the above interceptions.

ETSI will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

TASK 5 – Signal Phasing and Timing

Based on traffic counts furnished by TxDOT, ETSI will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

TASK 6 – Standard Sheets List

ETSI will prepare a list of standard sheets for the 60%, 90% and 100% submittals. ETSI will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

TASK 7 –Specifications List and Cost Estimate

ETSI will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. ETSI will also prepare cost estimates at the 60%, 90% and 100% submittals.

TASK 8 – Electrical Schedules

ETSI will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

TASK 9 – Field Investigation and Meetings

ETSI will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

ETSI will participate in one project progress meeting with L&G/TxDOT.

TASK 10 – Other services

ETSI will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

ADDITIONAL SERVICES

Additional services not covered in the above scope will be negotiated separately. In addition to the above intersections, ETSI will conduct field investigations at the intersection of FM 493 and Mile 10. From available photographs, it appears that no signal work will be necessary at this intersection. However, if during field investigations, it is determined that signal modifications are necessary, the effort required to prepare the signal modification plans will be negotiated separately.

It is also possible that temporary traffic signal plans may be necessary at the intersection of FM 493 with MILE 14, to control traffic during construction. The right of way at this intersection is limited and handling traffic during contraction may require interim traffic signals. After development of the traffic control plans, ETSI will investigate the need for temporary traffic signals and the effort required to prepare temporary signal plans will be negotiated separately.

FC 162 - SIGNAL DESIGN

(SERVICES TO BE PROVIDED BY L&G)

L&G shall furnish ETSI hard copies and electronic versions of the existing topographic data as well as the proposed geometric design with all related reference files.

L&G will be responsible for contacting all utility companies present at the above intersections and furnish such information to ETSI. ETSI will assist L&G in identifying and resolving utility conflicts as required by L&G.

L&G shall also provide coordination and communication for the progress of the signal design work among all parties involved.

FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS
(SERVICES TO BE PROVIDED BY L&G)

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and signal pole locations. L&G will coordinate signal pole placement with cross walks and wheel chair ramps. L&G will prepare pavement marking details for the following cross streets:

- FM 493 at Mile 10 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 11 - Pavement markings for transition to existing roadway.
- FM 493 at Mile 11 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 12 - Pavement markings for transition to existing roadway.
- FM 493 at Mile 12 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 13 - Pavement markings for transition to existing roadway.
- FM 493 at Mile 13 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 14 - Pavement markings for transition to existing roadway.

TASK 2 – Estimate and Quantities

L&G will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 – Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 162 – SIGNING AND DELINEATION LAYOUTS
(SERVICES TO BE PROVIDED BY L&G)

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the

plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

- Existing signs to remain in place
- Existing signs to be removed
- Proposed new signs
- Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

TASK 2 – Summary of Small Signs

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 163 - IRRIGATION SIPHONS AND CANALS

(SERVICES TO BE PROVIDED BY L&G)

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

FC 163: TRAFFIC CONTROL

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review

Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

FC 163: UTILITIES

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the District Office or at L&G's office)

- A. Determine the ownership of the existing utilities on the subject project.
- B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.
- C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the City, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.
 1. A reproducible drawing 8-1/2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment
 2. Drawing will include the following:
 - a) Existing and/or proposed R.O.W lines.
 - b) Existing and/or proposed roadways.
 - c) Proposed drainage structure
 - d) Existing underground utility in plan and profile.
 - e) Owner of utility.
 - f) Benchmark
 3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.
 4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:
 - a) Highway station number.
 - b) Name of utility company and type of facility.
 - c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.
 4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.
 5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

FC 164 – CONTRACT MANAGEMENT

(SERVICES TO BE PROVIDED BY L&G)

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

EXHIBIT "C"
WORK SCHEDULE

TASK AND DESCRIPTION	FIRM	2007-2008												2009											
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP		
WORK AUTHORIZATION NO. 1																									
Entire Length of Project																									
PROJECT PLANNING																									
Obtain Right of Entry (SURVEYING)	RODS																								
Update Planimetric and DTM files	RODS																								
DESIGN SURVEYS																									
EXISTING RIGHT-OF-WAY LAYOUT	RODS																								
meetings - w/ Hidalgo County Drainage District No. 1	L&G																								
meetings - w/ City of Donna	L&G																								
meetings - w/ Precinct No. 1	L&G																								
Hydrologic Map	L&G																								
Utility Coordination	L&G																								
Coordination with TXDOT AND COUNTY	L&G																								
Coordination with 2 Irrigation Districts	L&G																								
Schematic & Environmental Document Development																									
Develop Schematic with outfalls	L&G																								
Meet w/ TXDOT and revise schematic as per comments	L&G																								
TXDOT and COUNTY approves Schematic	TXDOT																								
Draft Environmental Document, Field Visits, etc	L&G																								
Submit Draft EA	L&G																								
District Review/Revisions	TXDOT																								
ENV Review/Revisions	TXDOT																								
Revisions as per ENV comments	L&G																								
Agency Coordination	TXDOT																								
Categorical Exclusion Clearance	TXDOT																								
PS&E DEVELOPMENT FROM MILE 10 TO MILE 14																									
MILE 14																									
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																								
COMPLETE INTERSECTION LAYOUTS	L&G																								
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																								
DESIGN STORM DRAIN SYSTEM	L&G																								
DESIGN ROADWAY	L&G																								
SIGNING, PAVT MARKINGS AND SIGNALS	L&G/ETSI																								
TXDOT REVIEW PLAN SUBMITTAL AND LET PROJECT	TXDOT																								
TXDOT COMPLETES ROW MAP																									

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

EXHIBIT "D"
FEE SCHEDULE

EXHIBIT "D" FEE SCHEDULE
ENGINEERING BUDGET ESTIMATE AND FEE FOR FM 493 NORTH PROJECT

ROADWAY PROJECT ENTIRE LENGTH.....	FM 493: Mile 10 to SH 107
LIMITS: Segment 1	Mile 10 North to Mile 14
LIMITS: Segment 2	Mile 14 North to SH 107
EXISTING ROADWAY SECTION:	40' - Rural
EXISTING ROW WIDTH:	variable 80' - Rural
PROPOSED ROADWAY SECTION:	64'-84' F-F max Urban + aux
PROPOSED ROW WIDTH:	120' max
ESTIMATED CONSTRUCTION COST for Segment 1...(3.5 Mil/mi).....	\$14,000,000.00
EST CONSTRUCTION COST for Segment 2 plus Bridge...(3.5 Mil/mi plus 500K).....	\$9,250,000.00
ESTIMATED TOTAL CONSTRUCTION COST for Segment 1 & 2.....	\$23,250,000.00
LENGTH:	6.5 Miles

ESTIMATED PROJECT COSTS	STATE	LOCAL
TOTAL ROADWAY CONSTRUCTION COST	\$23,250,000.00	\$ -
WORK AUTHORIZATION NO. 1		
PHASE IA - PLANNING & DESIGN FOR SEGMENT 1&2		
Schematic		\$ 292,950.00
L&G Survey Work		\$ 25,000.00
H&V Control		\$ 18,000.00
Establish Existing ROW		\$ 73,500.00
Design Surveys including outfalls		\$ 83,500.00
Environmental Assessment & PI Support and Hist and Archeological		\$ 90,000.00
PHASE IB - DESIGN FOR SEGMENT 1		
PS&E Development		\$ 980,000.00
Construction Management		\$ 36,000.00
WORK AUTHORIZATION NO. 2		
PHASE IC - DESIGN FOR SEGMENT 2		
PS&E Development		\$ 647,500.00
Bridge Design		\$ -
Bridge Scour Report for TxDOT		\$ 15,000.00
Bridge Layout for TxDOT		\$ 25,000.00
Construction Management		\$ 36,000.00
NEW CONTRACT OR COUNTY COMPLETES WORK		
PHASE II - ESTIMATED RIGHT OF WAY COSTS FOR SEGMENT 1 & 2		
ROW Mapping & Field Surveying (based on 130 parcels)	\$ 286,000.00	
Compensible Utilities	\$ 500,000.00	\$ -
Roadway Right-of-Way Costs - 576000 sqft @ \$4.00 average/sq ft	\$ 934,187.00	\$ -
Roadway Right-of-Way Costs - Acq.Services @ (est. 130 Parcels @ \$10,000/Parcel Avg.)		\$ 1,300,000.00
PHASE III - CONSTRUCTION FOR SEGMENT 1 & 2		
TxDOT Construction Inspection	\$ 2,557,500.00	
SUB-TOTAL WORK AUTHORIZATION NO. 1		
		\$ 1,598,950.00
SUB-TOTAL WORK AUTHORIZATION NO. 2		
		\$ 723,500.00
ESTIMATED SUB-TOTAL PHASE II		
	\$1,720,187.00	\$ 1,300,000.00
ESTIMATED PHASE III plus Const. Cost		
	\$25,807,500.00	
TOTAL PROJECT COST		
		\$ 31,198,137.00

L&G Engineering Proposed Engineering Fee for Work Authorization No. 1 (% is for info purposes)

SPECIAL SERVICES

L&G Surveys	0.108% of Total Const. Cost	\$ 25,000.00	
RODS Surveys	0.753% of Total Const. Cost	\$ 175,000.00	
L&G TXDOT Schematic	1.260% of Total Const. Cost	\$ 292,950.00	
L&G Environ Assessment & Public Involment	0.387% of Total Const. Cost	\$ 90,000.00	
L&G Construction Management with TXDOT	0.257% of Const. Cost for Segment 1	\$ 36,000.00	
SUB-TOTAL			\$ 618,950.00

BASIC SERVICES

L&G PS&E Engineering Fee	7.000% of Const. Cost for Segment 1	\$ 980,000.00	
SUB-TOTAL			\$ 980,000.00

Proposed maximum amount payable under the Work Authorization **#/** **\$ 1,598,950.00**

AI-7146

11.B.3.

**Pct. 1-Corrected-Work Authorization No. 7-Rodriguez
Engineering-C-06-217-07-18
CC REGULAR**

Date: 12/26/2007

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 consideration, discussion, acceptance and approval of the CORRECTED Work Authorization No. 7 in the amount of \$33,679.41 with Rodriguez Engineering to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-06-217-07-18 for "General Engineering Services for the design plans along with construction staking for "Mile 4 1/2 from (Mile 5 N South to dead end) and for Mile 5 from (Milano west to Midway), and Mile 4 1/2 from (Mile 5 North to City Limits"

BACKGROUND

Amount on Work Authorization No. 7 is unchanged; correction is needed due to name of street being omitted (as per Letty S. @ Purchasing).

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 584609 has \$4,304.11 available and the account has an available balance of \$871,221.15 as of 12/20/07.

Amount on Work Authorization No. 7 is unchanged; correction is needed due to name of street being omitted (as per Letty S. @ Purchasing).

Attachments

Link: Corrected
WA#7-Rodriguez
Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 04:30 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 08:57 AM	APRV
3	Dale Kennan	Dale Kennan	12/20/2007 09:23 AM	APRV
4	Auditor's Office		12/21/2007 03:48 PM	NEW

Form Started By: Letty Saenz

Started On: 12/17/2007 03:30
PM

Final Approval Date: 12/21/2007

HIDALGO COUNTY

Professional Engineering Services

Contract # C-06-217-07-18

Work Authorization Form

WORK AUTHORIZATION NO. 7 (Amended)

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section 1.A. of the **Agreement** made by and between the **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Rodriguez Engineering, professional engineer of Edinburg, Texas, hereinafter called the "**Engineer**".

PART 1 Scopes Of Work. The purpose of this Work Authorization is to provide Engineering design plans along with construction staking for Mile 4 1/2 from (Mile 5 N south to dead end) and for Mile 5 from (Milano west to Midway), and Mile 4 1/2 from (Mile 5 North to City Limits).

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 \$ 33,679.41. This amount is based upon the costs outlined in the Estimated *Cost Proposal* attached hereto as **EXHIBIT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the **Agreement**.

PART 4. Funding. This Work Authorization No. 7 (Amended) shall be funded through funding source: Account No. - 7 - 1336 - 431 - 00 - 121 - 041 - 0 - 731
Requisition Number _____

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 work authorization.

PART 6. Responsibilities and Obligations. This Authorization does not waive the parties' responsibilities and obligations provided under this **Agreement**.

PART 7. Acknowledgement and Confirmation. Acknowledgement and confirmation by Hidalgo County Precinct No. 1. Commissioner Sylvia Handy as to content and detail of this Work Authorization No. 7 (Amended).

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1

BY: _____

PART 8. Acceptance and Approval. This Work Authorization is hereby accepted approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2007.

THE ENGINEER:
Rodriguez Engineering

THE OWNER:
HIDALGO COUNTY



By: Leo Rodriguez

By: Juan D. Salinas III County Judge
Or presiding Officer

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

Construction Cost Estimate:**Project:** Paving Improvement**Owner:** Hidalgo County Precinct No. 1**Location:** Mile 4 ½ (Reconstruct) (From Mile 5N North to city limits)**Type of Estimate:** Engineer's Estimate**Estimator:** Leo Rodriguez P.E./R.P.L.S.

Item:	Description:	Unit:	Quantity:	Unit Cost:	Total:
1	Subgrade Excavation	CY	2738	3.50	\$ 9,583.00
2	8" Caliche Base	SY	8213	7.00	\$ 57,491.00
3	2" Hot Mix (Includes Prime)	SY	7040	7.25	\$ 51,040.00
4	EN-1 (Emulsion)	GAL	62	59.00	\$ 3,658.00
5	Bar Ditch Excavation	LF	5280	2.50	\$ 13,200.00
6	Stripping	LF	2640	0.15	\$ 396.00

Estimated Construction Cost: \$ 135,368.00**Engineering Fees:** \$ 13,536.80

Construction Cost Estimate:

Project: Paving Improvement

Owner: Hidalgo County Precinct No. 1

Location: Mile 4 ½ Overlay (From Mile 5N South Dead End)

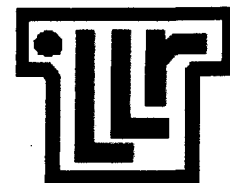
Type of Estimate: Engineer's Estimate

Estimator: Leo Rodriguez P.E./R.P.L.S.

Item:	Description:	Unit:	Quantity:	Unit Cost:	Total:
1	2" Hot Mix (Includes Prime)	SY	9035	7.25	\$ 65,503.70
2	Stripping	LF	3696	0.15	\$ 554.40

Estimated Construction Cost: \$ 66,058.10

Engineering Fees: \$ 6,605.81



Construction Cost Estimate:**Project:** Paving Improvement**Owner:** Hidalgo County Precinct No. 1**Location:** Mile 5 (From Milanos to Midway)**Type of Estimate:** Engineer's Estimate**Estimator:** Leo Rodriguez P.E./R.P.L.S.

Item:	Description:	Unit:	Quantity:	Unit Cost:	Total:
1	Subgrade Excavation	CY	2738	3.50	\$ 9,583.00
2	8" Caliche Base	SY	8213	7.00	\$ 57,491.00
3	2" Hot Mix (Includes Prime)	SY	7040	7.25	\$ 51,040.00
4	EN-1 (Emulsion)	GAL	62	59.00	\$ 3,658.00
5	Bar Ditch Excavation	LF	5280	2.50	\$ 13,200.00
6	Stripping	LF	2640	0.15	\$ 396.00

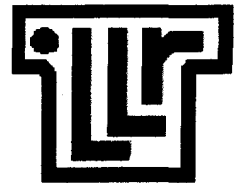
Estimated Construction Cost: \$ 135,368.00**Engineering Fees:** \$ 13,536.80

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization**, 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.

AI-7166

11.B.4.

Precinct No. 1- Cameras -Requesting authority to purchase from TAC America-TCPN contract.

CC REGULAR

Date: 12/26/2007

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation for discussion, consideration and authority to purchase equipment including installation from TAC Americas, Inc for "Access Control and Surveillance Equipment" through our participation with TCPN, contract No. R4788 for Hidalgo County Precinct No. 1 Offices.

BACKGROUND

Specificaitons were drafted with the assistance of Cruz Quintana, IT Department.
Quote total amount: \$29,174.67

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1201-431-00-121-004-0-748

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$19,703.97 as of 12/20/07. Additional funding is pending a transfer (AI-7190) in the amount of \$9,500.00. Total funding that will be available after pending transfer is \$29,203.97.

Attachments

Link: Quote from TAC
-TCPN Contr

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/19/2007 02:03 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 02:40 PM	APRV
3	Dale Kennan	Dale Kennan	12/20/2007 09:36 AM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 07:02 PM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:12 AM	APRV

Form Started By: Moises Salazar
Started On: 12/17/2007 04:51 PM

Final Approval Date: 12/21/2007

Technical Proposal & Approach

Project

Hidalgo County
Edinburg, Texas

Scope:

Security Retrofit Project
1st Precinct Access Control & CCTV Systems



Submitted By:

TAC
Systems Integration Group

Date:

September 28, 2007



1.0 Introduction

TAC would like to express our appreciation for the opportunity to present the following proposal to add (9) reader controlled doors to the system that TAC is currently installing for the county. Additionally this proposal covers the addition of the requested security cameras in the 1st Precinct area, the Weslaco Tax Office cameras, and the (2) JP area cameras. We at TAC bring comprehensive knowledge and installation expertise of the security industry. Our experience permits TAC to add value in facilitating and coordinating with various aspects of the construction phase to ensure the clients goals and the systems design needs are met.

It is important that the scope of work and its schedule be communicated and implemented; particularly at the time when the design is being completed and the implementation begins to ensure all aspects of the system are started and completed as intended.

2.0 Technical Narrative

The installation of the security system will include the needed equipment to monitor and control (9) additional doors with (18) proximity card readers. The installation process will add proximity card readers (in some cases 2) with electric locks and alarm status switches to these doors. Additionally TAC will provide (1) It is the intent of TAC to provide a fully operational system including all related hardware, software, and installation. TAC will also provide full training of Hidalgo County staff on the operation and maintenance of the system. The scope of work for this project is based upon our site review as well as meetings, conversations and demonstrations with Hidalgo County. TAC has made provisions to easily expand into other areas of the building or new areas as you continue to grow. The Access Control portion of the project will be a full turnkey system including with all needed equipment and materials. Key points understood by TAC were:

- IP based and software centric
- Fully compatible with the video management system
- Cost effective
- Dependability
- Remote programming capabilities

Base System Design and Layout

- Access Control System
 - 9 E-IDC Door Control Modules
 - 9 Reader Controlled Doors
 - Each door to receive new ProxPro card reader
 - Each door to receive new electric strike equipment
 - Each door to receive door status switch
 - Each door to receive REX motion device
 - 18 Proximity Readers

Sub Total Project Pricing

\$ 14,010.80



Part Number	Description	Unit Price	Qty	Total
S-EIDC-KIT-0008W	EIDC 8 Door Access Kit	\$4,106.52	1	\$4,106.52
S-EIDC-ADDKIT-W	eIDC Add On Kit	\$486.20	1	\$486.20
Misc	Door Sensor Switch	\$5.00	9	\$45.00
180ABV	SDC Electric Strike 180ABV	\$153.68	9	\$1,383.12
4320nu	Egress REX Device 4320NU	\$62.21	9	\$559.89
6005B1B00	PROXPOINT PLUS READER, DESIGNER BLACK WITH 18" PIGTAIL	\$76.12	9	\$685.07
Install Labor	Installation and Wiring	\$4,557.00	1	\$4,557.00
Install Labor	Project Management	\$90.00	10	\$900.00
Install Labor	Documentation & Submittals - CAD Engineer	\$45.00	3	\$135.00
Install Labor	Senior Software Engineer - Sr. Project Engineer	\$71.00	4	\$284.00
Install Labor	System Hardware Engineer	\$45.00	4	\$180.00
Install Labor	System Technician	\$55.00	8	\$440.00
Misc	Travel Expenses	\$249.00	1	\$249.00
	Sub Total Project			\$14,010.80

TAC's TCPN contract number is R4788. All items listed above area available through this contract.

- **1st Precinct CCTV System**
 - 2 Power Supplies
 - 5 Fixed Color Cameras
 - 1 Installation and Programming

Sub Total Project Pricing

\$ 5,693.17/plus tax

Part Number	Description	Unit Price	Qty	Total
AX-ALTV244	24VAC POWER SUPPLY	\$81.09	2	\$162.18
WV-CF244	Compact color mini dome camera, 540TVL, simple Day/Night, 2x vari-focal lens	\$ 361.00	5	\$1,804.99
Install Labor	Installation and Wiring	\$1,721.00	1	\$1,721.00
Install Labor	Project Management	\$90.00	6	\$540.00
Install Labor	Documentation & Submittals - CAD Engineer	\$45.00	2	\$90.00
Install Labor	Senior Software Engineer - Sr. Project Engineer	\$71.00	5	\$355.00
Install Labor	System Hardware Engineer	\$45.00	4	\$180.00
Install Labor	System Technician	\$55.00	13	\$715.00
Misc	Travel Expenses	\$125.00	1	\$125.00
	Sub Total			\$5,693.17

TAC's TCPN contract number is R4788. All items listed above area available through this contract.

- **Camera System Digital Recorder**
 - 1 16 Channel Digital Recorder
 - o 500GB of internal storage
 - o Built-in network card
 - o Built-in CD/RW
 - 1 17" Flat Screen Monitor

Sub Total Project Pricing

\$ 9,470.70/plus tax

Part Number	Description	Unit Price	Qty	Total
3540-1V-1C-1D-0S	DS XPress – 16 Channel, 120 ips, 16 alarm inputs, 250 GB	\$6,851.68	1	\$6,851.68
P-LCD-17B	P-LCD-17B	\$433.02	1	\$433.02
Install Labor	Installation and Wiring	\$550.00	1	\$550.00
Install Labor	Project Management	\$90.00	6	\$540.00
Install Labor	Documentation & Submittals - CAD Engineer	\$45.00	2	\$90.00
Install Labor	Senior Software Engineer - Sr. Project Engineer	\$71.00	6	\$426.00
Install Labor	System Hardware Engineer	\$45.00	4	\$180.00
Install Labor	System Technician	\$55.00	5	\$275.00
Misc	Travel Expenses	\$125.00	1	\$125.00
SubTotal Project				\$9,470.70

TAC's TCPN contract number is R4788. All items listed above area available through this contract.



Clarifications

- TAC's deliverable will be in compliance with the agreed upon system design. The deliverables for this project will include the design, engineering, programming, instrumentation, documentation, permitting and installation of all associated materials to complete the system.
- Design, installation and testing will be performed and supervised directly by TAC.
- TAC's warranty is limited to those items provided and installed by TAC under this agreement. This warranty does not cover any existing items that will be re-used. Any existing and defective equipment will be brought to the customer's attention prior to final system commissioning.
- Cutting, patching, and painting by others.
- All work to be performed during normal working hours (7am – 5pm M-F). Cleanup of TAC work is included.
- TAC's price is based upon a direct purchase and not a monthly lease.

5.0 Exclusions

TAC has excluded the following items from our scope of work. These items are being excluded because we believe other construction trades will already be performing these functions and can perform these tasks in a more effective manor than TAC.

1. Primary AC Power
2. PC Workstation
2. Conduit
3. POE network equipment for power to doors
4. Fire alarm interface if needed

6.0 Conclusion

TAC would like to thank you for the opportunity to help with the design phase of the buildings security systems and we look forward to the implementation phase of the project. Our ultimate goal is to act as your representative during the installation phase of the project to ensure that the goals of the project are met.

Sincerely,



Steven Turney
Security Business Leader
TAC

AI-7167

11.B.5.

Pct. 1- Work Authorization No. 4-TEDSI-C-06-313-09-05

CC REGULAR

Date: 12/26/2007

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 consideration, discussion acceptance and approval of Work Authorization No. 4 (with a proposed fee of \$ 7,187.04) with TEDSI Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-06-313-09-05 for the "Design of Jose E. Pulido in Wesmer Colonia, Lucille Avenue and Alma Avenue in Mid Valley Estates Colonia.

BACKGROUND

Work Authorization No. 4

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1201-431-00-121-005-0-734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for PO #589977 \$7,187.04 for TedsI Infrastructure as of 12-19-07.

Attachments

Link: Pct. 1- Work

Authorization No.

4-TEDSI-C-06-313-09-05

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 09:29 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 09:02 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/19/2007 09:50 AM	APRV
4	Auditor's Office	Becky Morales	12/21/2007 07:31 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:12 AM	APRV

Form Started By: Letty Saenz

Started On: 12/17/2007 04:56 PM

Final Approval Date: 12/21/2007

HIDALGO COUNTY

General Engineering Services

Contract # C-06-313-09-05

Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **TEDSI Infrastructure Group** professional engineers of **Mission**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Design of Jose E. Pulido in Wesmer Colonia, Lucille Ave. and Alma Ave. in Mid Valley Estates Colonia under Precinct No. 1 - Road and Bridge funded projects, Hidalgo County, Texas**.

PART 2. ESTIMATED COST

The Lump Sum cost for services under this Work Authorization is **\$7,187.04**.

PART 3. PAYMENT

Compensation and lump sum payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 5 & 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **4** shall be funded through funding source:

Account No. **7-1201-431-00-121-005-0-734**

Requisition Number **00116071** (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 scope 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 Handy as to content and detail of this Work Authorization No. # 4.

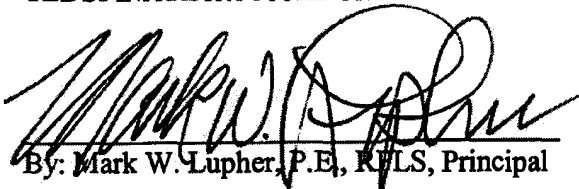
HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2007.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP


By: Mark W. Luper, P.E., R/LS, Principal

THE OWNER:
HIDALGO COUNTY

By: Juan D. Salinas, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

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**.

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 of existing pavement thickness.

EXHIBIT "B"

Services to be Provided by the Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for street improvements in Hidalgo County. The work shall be developed in accordance with the Owner, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

- I. DESIGN PHASE - FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS
- II. CONSTRUCTION PHASE - CONSTRUCTION MANAGEMENT, & SUPPORT & INSPECTIONS

I. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications

The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates

The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

- 1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.
- 2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
- 3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
- 4) Earthwork Quantities – obtained from grading design.
- 5) Miscellaneous supplemental plan details.

Drainage

The Engineer will provide for positive drainage design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

- 1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.
- 2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry-approved standards.
- 3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

- 4) Specifications List and general Notes. The Engineer will prepare an applicable specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.
- 5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.
- 6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

II. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

- 1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
- 2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.
- 3) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

- 4) 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.
- 5) The Engineer will coordinate and conduct a pre-construction conference.
- 6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
- 7) Contractor Payment. The Engineer will field verify quantities installed, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
- 8) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.
- 9) 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.
- 10) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished one (1) set of prints.

EXHIBIT "D"

Fee Breakdown

For and in consideration of the **Services** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Lump Basic Services Fee	=	\$7,187.04

PHASE I	=	\$6,588.12

PHASE II	=	\$598.92



Print - Close Window

From: "Mark Lupher" <MLupher@tedsi.com>
To: "Lettysaenz (lettysaenz@yahoo.com)" <lettysaenz@yahoo.com>
Date: Tue, 18 Dec 2007 08:15:08 -0600
Subject: FW: Emailing: Part Exec WA#4.PDF

From: Mark Lupher
Sent: Monday, December 17, 2007 8:51 PM
To: Noe Montez (noe.montez@co.hidalgo.tx.us)
Subject: FW: Emailing: Part Exec WA#4.PDF

Attachments

Files:



Part_Exec_WA_4.PDF (139k)

AI-7152

11.C.1.

**Approval of McAllen Construction Substantial Completion for the
McColl Rd**

CC REGULAR

Date: 12/26/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Requesting approval of a "Certificate of Substantial Completion" with McAllen Construction, reflecting the substantial completion date of November 6, 2007 for the "Installation of 36-inch RCP and Misc. Items for McColl Rd" for Hidalgo County Precinct No. 2.

BACKGROUND

C-06-368-10-31

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1202-431-00-122-006-0-841

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

NO BUDGETARY IMPACT. PO# 581509 is fully liquidated.

Attachments

Link: Substantial
Completion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 04:34 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 08:59 AM	APRV
3	Dale Kennan	Dale Kennan	12/19/2007 10:39 AM	APRV
4	Auditor's Office	Becky Morales	12/21/2007 07:45 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:12 AM	APRV

Form Started By: Rocio Villarreal

Started On: 12/17/2007 03:52
PM

Final Approval Date: 12/21/2007

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 6 DAY OF November 2007, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: November 8, 2007

OWNER: Hidalgo County Pct. # 2 CONSTRUCTION CONTRACTOR: McAllen Construction Inc.

OF THE CITY OF McAllen STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF 36" RCP Crossing Military Hwy (McColl Road Outfall)

CONTRACT NO.: C-06-368-10-31

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	\$342,602.00 /
	Present Amount of Contract	\$362,281.25 /
	Total Amount of earned to date	\$362,281.25 /
	Less: previous payments	\$139,013.73 /
	Balance	\$223,267.53
	Authorized deductions	\$ 0.00
	AMOUNT OF FINAL PAYMENT	\$223,267.53 /

6. That the final payment in the amount of \$ Two hundred twenty three thousand two hundred sixty seven dollars and fifty three cents (\$ 223,267.53) is now due and payable.


Engineer's Signature

CONCURRED BY:

CONCURRED BY:

McAllen Construction, Inc.
CONTRACTOR'S NAME

CITY / PRECINCT

BY:  James Eckroat

TITLE: Vice-President

R. Gutierrez Engineering Corporation**Transmittal Form**

130 E. Park Ave. - Pharr, Texas 78577

Telephone: 956 - 782 - 2557

Fax: 956 - 782 - 2558

TO: Yoli CisnerosFROM: Luis NavaSUBJECT: MCCollPROJECT NO.: ENG03.024dDATE: 12/13/07

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

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

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Certificate of Construction Completion 2 pages

THESE ARE TRANSMITTED AS CHECKED BELOW:

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

COMMENTS:

Copy Distribution file

Received by:

Y/N 12/13/07

AI-7159

11.C.2.

**Approval of Invoice 2393 for R. Gutierrez Engineering
CC REGULAR**

Date: 12/26/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment of Invoice No. 2393 in the amount of \$17,641.23 (McColl Rd II) from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, with authority for Auditor to review and complete processing procedures and County Treasurer to issue checks.

BACKGROUND

C-06-251-08-15

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1202-431-00-122-006-0-731

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for PO 593650 (12/17/07 P.O. INCREASE B#9480), as of 12/19/2007 \$19,012.60.

Attachments

Link: [Invoice2393](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 04:36 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 08:45 AM	APRV
3	Andres Castro	Andres Castro	12/19/2007 09:49 AM	APRV
4	Auditor's Office	Becky Morales	12/21/2007 07:48 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:12 AM	APRV

Form Started By: Rocio Villarreal

Started On: 12/17/2007 04:20 PM

Final Approval Date: 12/21/2007

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2393
Friday, December 07, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG06.019c McColl Road II (Dicker - Orangewood) Const. Staking

Project Manager: Miguel A. Huitron
Professional Services for the Period: 11/01/2007 to 11/30/2007

Billing Group: 01 Phased Fixed Fee

Construction Staking (Dicker to Orangewood)

Contract #: C-06-251-08-15 (WA#3)(PO#_____)

Billing Fee: \$58,628.63

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
January 2007	4,684.54	7.99	100.00	4,684.54	4,684.54	0.00
February 2007	353.38	0.60	100.00	353.38	353.38	0.00
March 2007	3,752.75	6.40	100.00	3,752.75	3,752.75	0.00
April 2007	1,223.83	2.09	100.00	1,223.83	1,223.83	0.00
May 2007	3,263.59	5.57	100.00	3,263.59	3,263.59	0.00
June 2007	429.01	0.73	100.00	429.01	429.01	0.00
August 2007	2,889.23	4.93	100.00	2,889.23	2,889.23	0.00
September 2007	5,531.25	9.43	100.00	5,531.25	5,531.25	0.00
October 2007	18,859.82	32.17	100.00	18,859.82	18,859.82	0.00
November 2007	17,641.23	30.09	100.00	17,641.23	0.00	17,641.23

Total Phases: \$17,641.23

Phase Billing Totals: \$17,641.23

593650
7-1202-431-00-122-006-0-731
Req. #120591

Billing Group Subtotal: 17,641.23

Project Totals:

*** Total Project Invoice Amount:

\$17,641.23

INVOICE RECEIVED BY: Man ON 12/11/07
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 12/11/07

AI-7149

11.D.1.

**PRECINCT NO 3 - LA HOMA RD PROJECT
CC REGULAR**

Date: 12/26/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineer Services in connection with Hidalgo County Precinct No 3- Various La Homa Rd Projects;
2. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineer services required for the design construction of Hidalgo County Precinct No 3 - Various La Homa Rd Project;
1st. _____; 2nd. _____;
3rd. _____;
3. Authority for the Purchasing Department to negotiate a professional Engineer Services Contract with the No.1 ranked firm of _____ for the provision of Engineer Services for Hidalgo County Precinct no 3 - Various La Homa Rd Projects.

BACKGROUND

TXDOT Project pertaining to La Homa Rd Only.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1203-431-00-123-005-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-19-07 \$37,400.00.

Attachments

Link: [GRID](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 04:31 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 08:55 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/19/2007 09:12 AM	APRV
4	Auditor's Office	Becky Morales	12/21/2007 07:53 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:12 AM	APRV

Form Started By: Laura Moya

Started On: 12/17/2007 03:45 PM

Final Approval Date: 12/21/2007

HIDALGO COUNTY
“Various La Homa Rd Projects”

**Scoring/Evaluation
Grid**

Total Scores	L & G Engineer	Dannenbaum Engineering	Teds Infrastructure
Evaluated by No 1	99	97	94
TOTALS			
RANKING			

AI-7165

11.D.2.

Requesting Approval of Supplemental No. 2 for Work Authorization No. 1

CC REGULAR

Date: 12/26/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Requesting approval of a "Supplemental Agreement #2 to Work Authorization No. 1" with Dannenbaum Enviromental Corporation to reflect the increased cost by \$10,000.00 for a revised total of \$64,884.96 in connection with services related to the on-going efforts to acquire land for the possible establishment of a landfill in Precinct 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1334-432-00-123-022-0-334

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funding is pending transfer (AI-7185) from 719 to 334 in the amount of \$10,000.00. Available balance in 719 is \$179,538.04 as of 12/19/07. Available in PO# 576042 is \$2,500.00.

Attachments

Link: Supplemental
No. 2 Work
Authorization No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 04:40 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 09:04 AM	APRV
3	Dale Kennan	Dale Kennan	12/19/2007 02:21 PM	APRV
4	Auditor's Office	Becky Morales	12/21/2007 08:13 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:12 AM	APRV

Form Started By: Rocio Villarreal

Started On: 12/17/2007 04:43 PM

Final Approval Date: 12/21/2007

724 N. Breyfogle Rd. Mission, TX 78572
(956) 205-7000
Fax (956) 205-7009

Hidalgo County Precinct #3

Fax

To: Rocio Villarreal, Contract Manger
Hidalgo County Purchasing Dept.

From: Norma G. Ceballos
Hidalgo County Precinct #3

Fax: (956)318-2629

Pages: 45

Phone:

Date: December 17, 2007

Re: Supplemental Agreement No. 2 to
Work Auth. No. 1

CC:

☐ **Urgent** ☒ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

**DANNENBAUM ENVIRONMENTAL CORPORATION**

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

December 14, 2007

Mr. Joe M. Flores, Commissioner
Hidalgo County Precinct 3
724 North Breyfogle
Mission, Texas 78574

RE: Hidalgo County Landfill Project: Supplemental Agreement No. 2 to Work Authorization No. 1 to the Main Contract for the Continuation of the Landfill Project (Assistance to the Legal Team)

Dear Mr. Flores,

In good faith, Dannnenbaum Engineering has been providing assistance to the Legal Team to obtain approval from the Texas Railroad Commission for the Eyhorn Subdivisions #1 and #2 as per contractual agreement under Work Authorization No. 1 to the Main Contract for the Continuation of the Landfill Project.

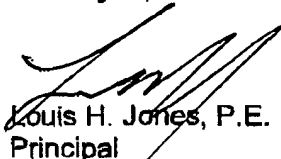
Respectively, we have been providing additional effort in the preparation of exhibits and responses to questions for the legal team for the upcoming hearing. Also, Dannnenbaum spent additional time and effort on the modification of the subdivision plats for Eyhorn Subdivisions No. 1 and No. 2.

Additionally, at the request of Hidalgo County, Dannnenbaum retained the services of Hollis Rutledge and Associates, Inc. to provide assistance to the Legal Team at the upcoming Railroad Commission hearing, which was scheduled for December 18th, but hence has been moved to January 28, 2008. Their cost is included in our cost proposal.

Again, Dannnenbaum has performed the additional services to assist the Legal Team in good faith. Please review our Supplemental Agreement No. 2 to Work Authorization No. 1 under the Main Contract for the Continuation of the Landfill Project. Upon approval, please sign both copies and return one original signature copy to our office for our files.

If you have any questions or comments, please feel free to contact me at (956)682-3677 or (832)771-4904.

Thank you,


Louis H. Jones, P.E.
Principal

Attachments

cc: Jose Muniz, Project Coordinator

7-1324-432-00-123-022-0-334
719

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 2 TO WORK AUTHORIZATION NO. 1
TO MAIN AGREEMENT FOR THE CONTINUATION OF THE LANDFILL PROJECT
IN PRECINCT NO. 3, HIDALGO COUNTY, TEXAS**

THIS SUPPLEMENTAL AGREEMENT 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 it's **BOARD OF DIRECTORS**, hereinafter called the **COUNTY** and **DANNENBAUM ENVIRONMENTAL CORPORATION**, a subsidiary of **DANNENBAUM ENGINEERING CORPORATION**, professional engineers of McAllen, Texas, hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS, the **COUNTY** and the **ENGINEER** executed the Agreement on the 23th day of May, 2006, and Work Authorization No. 1 on the 3rd day of July, 2006, concerning engineering and related services for engineering support services to assist the Legal Team in obtaining approval from the Texas Railroad Commission at the Texas Railroad Commission Hearing(s) in Austin, Texas for the Eyhorn Subdivisions No. 1 and No. 2 for a landfill project in Hidalgo County, Texas (hereinafter referred to as the "Project"); and,

WHEREAS, Article 2 of the Agreement, Scope of Work and Part I of Work Authorization No. 1, Scope of Work establishes the Scope of Work for Work Authorization No. 1 and,

WHEREAS, it has become necessary to amend the contract to provide additional engineering support services to assist the Legal Team in obtaining approval from the Texas Railroad Commission at the Texas Railroad Commission Hearing(s) in Austin, Texas for the Eyhorn Subdivisions No. 1 and No. 2 under the Scope of Work in Work Authorization No. 1.

NOW, THEREFORE, premises considered, the **COUNTY** and **ENGINEER** agree that said Work Authorization No. 1 of the Agreement is amended as follows:

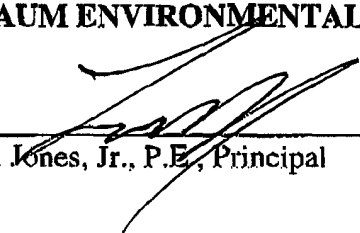
*Hidalgo County / Dannenbaum Environmental Corporation
Supplemental Agreement No. 2 to Work Authorization No. 1 for the
"Continuation of the Countywide Landfill Project"*

I. Part 1 of Work Authorization No. 1; Scope of Work is revised to provide additional engineering support services to assist the Legal Team in obtaining approval from the Texas Railroad Commission at the Texas Railroad Commission Hearing(s) in Austin, Texas for the Evhorn Subdivisions No. 1 and No. 2 under the Scope of Work in Work Authorization No. 1.

II. Part 2 of Work Authorization No. 1; Estimated Cost is to be paid as a lump sum based on Contract Rates established in Exhibit "D" of the Agreement, which shall be increased by \$10,000.00 to a revised total of \$64,884.96.00.

IN WITNESS WHEREOF, the **ENGINEER** and the **COUNTY** have caused this **Supplemental Agreement No. 2 to Work Authorization No. 1 of the Agreement** to be effective as of the 12th day of December, 2007.

ENGINEER:
DANNENBAUM ENVIRONMENTAL CORPORATION

BY: 
Louis H. Jones, Jr., P.E., Principal

OWNER:
HIDALGO COUNTY

BY: _____
J. D. Salinas, Hidalgo County Judge

ATTACHMENTS:

- **Exhibit "D" Lump Sum Cost Proposal**

*Hidalgo County / Dannenbaum Environmental Corporation
Supplemental Agreement No. 2 to Work Authorization No. 1 for the
"Continuation of the Countywide Landfill Project"*

ATTACHMENT "D"
SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION NO. 1 (PH 2F)
ENGINEERING FEE BUDGET ESTIMATE
CONTINUATION OF HIDALGO COUNTYWIDE LANDFILL PROJECT - PRECINCT #3
ADDITIONAL SERVICES FOR RAILROAD COMMISSION HEARING IN AUSTIN, TEXAS

LUMP SUM FEE

Additional Services for providing assistance to the Legal Team to obtain approval from the Texas Railroad Commission for Eyhorn Subdivisions No. 1 and No. 2 as per Contract Agreement under Work Authorization No. 1 to the Main Contract for the Continuation of the Landfill Project. * Includes subconsultant's fee (Approx. \$3,500) (Hollis Rutledge & Associates)	\$10,000.00
Total Fee for S.A. No. 2 to W.A. No. 1:	\$10,000.00

Assumptions:

- 1) Texas Railroad Commission approves Eyhorn Subdlvision Plats by January 2006.

AI-7170

11.E.1.

**Pct 4 -Authority to purchase additional/optional equipment to Sweeper.
CC REGULAR**

Date: 12/26/2007

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct.
4

Information

CAPTION

A. Requesting authority to purchase additional/optional equipment for a 4-W Sweeper in the amount of \$713.00 purchased thru Hidalgo County's participation with TASB (Buy Board) from Cooper Equipment Company.

B. Requesting authority to increase open purchase order number 594432 in the amount \$713.00 to cover the costs of additional/optional equipment.

BACKGROUND

Sweeper purchase was approved by C.C. 11/06/07

Please see attached original purchase order, quote from Cooper Equipment, and purchase order increase request.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-124-029-0-742

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Account available balance as of 12/19/07 \$135,291.99; PO#594432 has \$38,923.00 available in object 742.

Attachments

Link: Sweeper backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		12/21/2007 09:46 AM	PEND
2	Budget & Management	Dina Trevino	12/19/2007 08:46 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/19/2007 02:50 PM	APRV
4	Auditor's Office	Becky Morales	12/21/2007 09:36 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:46 AM	APRV

Form Started By: Moises Salazar

Started On: 12/17/2007 05:37
PM

Final Approval Date: 12/21/2007



Purchase Order

COUNTY OF HIDALGO

PO#: 594432

DATE: 11/07/07

Page No 1 Of 2

VENDOR: 315168 REQ:00119841
FAX (210)657-5871 Email:
Phone:(210)657-5151
COOPER EQUIPMENT COMPANY
17474 JUDSON ROAD
SAN ANTONIO TX 78247

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions:

PCT. REQ. #1332

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER		
		4-W SWEEPER (MAKE BROCE, MODLE BB350) \$ 31,045.00	38,923.00	38,923.00
		CAB		
		\$ 4,075.00		
		AIR CONDITIONER		
		\$ 2,600.00		
		150 gallon water spray system	\$	
		1,020.00		
		light group	\$ 555.00	
		strobe light	\$ 250.00	
		extension stack for exhaust	\$	
		80.00		
		front windsheild washer		
		\$ 115.00		
		suspension seat		
		\$ 285.00		
		total list \$ 40,025.00		
		TASB BUYBOARD DISC	- \$	
		3,202.00		
		+ 62.00		
		3,264.00		
		\$ 36,823.00		
		FREIGHT		

Authorized by:

Martha L. Salazar



Purchase Order

COUNTY OF HIDALGO

PO#: 594432

DATE: 11/07/07

Page No 2 Of 2

VENDOR: 315168 REQ:00119841
FAX (210)657-5871 Email:
Phone:(210)657-5151
COOPER EQUIPMENT COMPANY
17474 JUDSON ROAD
SAN ANTONIO TX 78247

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions:

PCT. REQ. #1332

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
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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 BCNA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		\$ 2,100.00		
		TASB BUYBOARD NET DELIVERED PRICE \$ 38,923.00 ASSET #47695		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		<i>Buyboard #23807</i> Total		38,923.00
		***** For Hidalgo County use only 7-1336-431-00-124-029-0-742 38,923.00		
		Approved <i>39,636.00</i>		

Authorized by:

Martha L. Salazar

PURCHASE ORDER INCREASE COUNTY OF HIDALGO

Department : Hidalgo County Precinct #4
 Contact Name: Rumaldo Munoz Jr
 Telephone# (956)-383-3112

Purchase Order Number: 594432
 Increase # 1 for this Purchase Order
 Procurement Method:

- ☐ Contract #
☒ Cooperative Awarded Vendor
 (TBPC State Awarded, TCPN, TASB-Buyboard)
☐ Quotes over &1,000.00 (verbal quotes)
☐ Quotes over \$5,000.00
 (attach written quotes)

TO: Vendor Number: 315168
 Vendor Name: Cooper Equipment Company
 Address: 17474 Judson Road
San Antonio Texas 78247

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
<i>Amount of Original Purchase Order</i>				\$ 38,923.00
1	each	4-W Sweeper (Broce Modle BB350) with cab	\$ -	\$ -
		air conditioner, water spray system, light group,	\$ -	\$ -
		strobe light, extention stack for exhaust,	\$ -	\$ -
		front windsheild washer and suspension seat	\$ -	\$ -
		Buyboard discount and Fright Charges	\$ -	\$ -
1	each	Turbo II Precleaner	\$ 200.00	\$ 200.00
1	each	Heater/Defroster	\$ 470.00	\$ 470.00
1	each	West Coast Mirrors	\$ 105.00	\$ 105.00
1	each	TASB Buyboard discount	\$ (62.00)	\$ (62.00)
			\$ -	\$ -
<i>Amount of Increase Request</i>				\$ 713.00
TOTAL AMOUNT				\$ 39,636.00

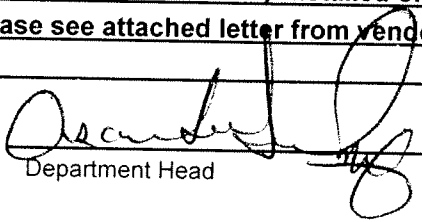
Account Number: 7-1336-431-00-124029-0-742

Available Funds: \$ _____
 Amount Liquidated: \$ _____

Pct. #4 Note:

Reason: P.O. needs to be increased due to additional items that were not included in the original quoted submitted by the vendor. Said items where already installed on the unit and were "not" something that our department requested at a later date. "Please see attached letter from vendor."

Authorization:


 Department Head

Date

November 30, 2007

Reviewed By:

 Purchasing Department

 Date

Approved By:

 Purchasing Agent

 Date

Approved By:

 Hidalgo County Auditor

 Date

**EQUIPMENT COMPANY**

17474 Judson Rd. San Antonio, Tx. 78247-4629

Phone: (210) 657-5151 Fax: (210) 657-5871

November 29, 2007

Mr. Munoz
Hidalgo County Pct. 4
1102 N. Dolittle
Edinburg, Tx 78541
Fax: (956) 381-5905

Attached please find a copy of the revised BuyBoard quotation that includes the three items that were not included in the original quote. As a result, your p.o. # 594432 did not include these items.

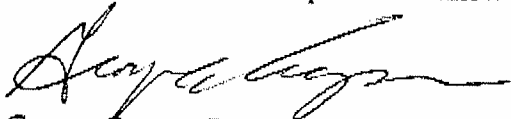
The three items that are in the attached quote are:

- ▶ Turbo II precleaner
- ▶ Heater/defroster
- ▶ West Coast mirrors

These items were ordered on the broom before we, Cooper Eq., had gotten involved. These items are already installed on the unit.

We would like to have a revised p.o. to reflect the revised, attached quotation.

I apologize for this hiccup. Let me know if I may of any help.



George Cooper, Pres.



EQUIPMENT COMPANY

17474 Judson Rd. San Antonio, Tx. 78247

Phone: (210) 657-5151 Fax: (210) 657-5871

November 15, 2007

Attn: Mr. Salazar
Hidalgo County Pct. 4
1102 N. Dolittle
Edinburg, Tx 78541
Phone: (956) 383-3112

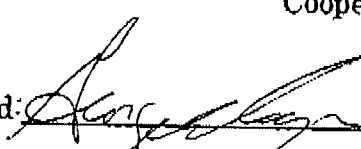
Fax Pct. 4: (956) 292-7612

Buyboard Quotation per contract ref. # 268-07

<u>Qty.</u>	<u>Description</u>	<u>Price</u>
1	New Broce Broom model RCT 350, Cummins diesel, all standard equipment plus the following equipment options:	✓ \$ 31,045.00
	Turbo II precleaner....	\$ 200.00 *
	Extension stack for air intake....	✓ \$ 80.00
	150 gallon water spray system....	✓ \$ 1,020.00
	Suspension seat....	✓ \$ 285.00
	Light group (turn signals, etc.)....	✓ \$ 555.00
	Strobe light....	✓ \$ 250.00
	Front windshield washer....	✓ \$ 115.00
	Heater/defroster....	\$ 470.00 *
	Cab with wiper....	✓ \$ 4,075.00
	Pressurized Air Conditioner....	✓ \$ 2,600.00
	West Coast Mirrors....	\$ 105.00 *
	Total List....	\$ 40,800.00
	TASB BuyBoard Discount...	- \$ 3,264.00
		\$ 37,536.00
	Freight/PDI....	✓ \$ 2,100.00
	TASB BuyBoard net delivered price.....	\$ 39,636.00

NPE is the delivering and servicing dealership.

Please send a revised p.o. to: TASB BuyBoard Fax: 1-800-211-5454
Cooper Eq.: 1-210-657-5871

Signed:  George A. Cooper, Pres.

Any warranties on the product sold hereby are those made by the manufacturer. The Seller, Cooper Equipment Company, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Cooper Equipment Company neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

AI-7117

11.F.1.

Standing Item

CC REGULAR

Date: 12/26/2007

Submitted By: Nielda 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	Budget & Management	Dina Trevino	12/14/2007 11:27 AM	APRV
2	Andres Castro	Andres Castro	12/14/2007 11:36 AM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 02:58 PM	APRV
4	Purchasing Department (Originator)	Marty Salazar	12/14/2007 04:48 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Nielda Cavazos

Started On: 12/14/2007 10:47 AM

Final Approval Date: 12/14/2007

AI-7133
BCAP PRECINCT NO 2
CC REGULAR

11.G.1.

Date: 12/26/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Information

CAPTION

Requesting approval of Certificate of Construction Completion as submitted by project engineer R. Gutierrez Engineering reflecting the completion date of August 10, 2007 for Country Living Estates Subdivision with contractor IOC Company, LLC.
C-CAP-07-009-03-13.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-199-1-733/841

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

BUDGETARY IMPACT:

P.O. #585172 has \$6,740.80 as of 12/19/07. Available balance in objects 733 & 841 is \$29,130.06 & 21,388.80 (respectively) as of 12/19/07.

Attachments

Link: [certificate](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 04:26 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 08:44 AM	APRV
3	Dale Kennan	Dale Kennan	12/19/2007 10:06 AM	APRV
4	Auditor's Office	Becky Morales	12/21/2007 09:37 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:46 AM	APRV

Form Started By: Laura Moya
Started On: 12/17/2007 11:09 AM

Final Approval Date: 12/21/2007

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 10 DAY OF August 2007, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: November 13, 2007

OWNER: Hidalgo County Precinct No. 2 CONSTRUCTION CONTRACTOR: IOC
Company.

OF THE CITY OF Edinburgh STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Country Living Estates No. 1 Subdivision

CONTRACT-NO.: CAP-07-009-03-13 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	\$265,110.71
	Present Amount of Contract	\$222,916.91
	Total Amount of earned to date	\$222,916.91
	Less: previous payments	\$198,001.72
	Balance	\$ 24,915.19
	Authorized deductions	\$ 0.00
	AMOUNT OF FINAL PAYMENT	\$ 24,915.19

6. That the final payment in the amount of \$ Twenty four thousand nine hundred fifteen dollars and nineteen cents (\$ 24,915.19) is now due and payable.

John J. Miller P.E.
Engineer's Signature

CONCURRED BY:

IOC COMPANY, LLC
CONTRACTOR'S NAME

BY: Nancy Waller

TITLE: Nancy Waller member

CONCURRED BY:

Precinct No.2

Laura

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Friday, December 14, 2007 3:14 PM
To: laura.moya@co.hidalgo.tx.us
Cc: agapito.vargas@co.hidalgo.tx.us
Subject: Agenda Item Request
Importance: High

Laura, please make sure this item is place on Commissioners' Court Agenda for 12/26/2007.

Thank you,

Yoli Cisneros, Accounts Payable
Hidalgo County Precinct #2
301 East State
Pharr, Texas 78577
(956) 787-1891
(956) 787-4683 Fax

12/17/2007

AI-7134

11.H.1.

BCAP PRECINCT NO 4

CC REGULAR

Date: 12/26/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.4

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment Final in the amount of \$42,270.97, from S & G Paving, contracted vendor for Morningside Estates Subdivision submitted by project engineer J.E. Saenz and Associates. C-CAP-07-003-03-13

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-124-482-0-733/734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#595193 has \$33,133.75 available in object 734 & 13,834.00 available in object 733 as of 12/20/07.

Attachments

Link: [application for
pymt](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 04:29 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2007 08:54 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/20/2007 03:23 PM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 06:15 PM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 09:12 AM	APRV

Form Started By: Laura Moya
Started On: 12/17/2007 11:27 AM
Final Approval Date: 12/21/2007

APPLICATION FOR PAYMENT NO. 1 (FINAL)

To: Hidalgo County Precint #4 (OWNER)
 From: S&G PAVING (CONTRACTOR)
 Contract: C-CAP-07-001-02-07, CSJ-2C1080-482
 Project: BORDER COLONIA ACCESS PROJECT - MORNINGSIDE ESTATES
 OWNER's Contract No. C-CAP-07-001-02-07, (ENGINEER's Project No. ENG. 04 033
 For Work accomplished through the date of: 11/9/2007

1. Original Contract Price:	\$	44,381.40
2. Net change by Change Orders and Written Agreements (+ or -):	\$	2,586.35
3. Current Contract Price (1 plus 2):	\$	46,967.75
4. Total completed and stored to date:	\$	46,967.75
5. Retainage (per Agreement):		
<u>10</u> % of completed Work:	\$	4,696.78
% of stored material:	\$	-
Total Retainage:	\$	4,696.78
6. Total completed and stored to date less retainage (4 minus 5):	\$	42,270.97
7. Less previous Application for Payments:	\$	-
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$	42,270.97

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Dated 12-13-07

S&G Paving Co
 CONTRACTOR

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 13
 day of December 2007

By: Vice President

Notary Public

My Commission expires: 5/10/2009



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12/14/07

Irma Rodriguez
 ENGINEER

By: _____

Test Results
 Payroll Report
 Time Statement

S&G Paving Contractor Name
 3-Oct-07 Starting Date
 1-Jan-08 Project Ending Date
 5% Retainage Percent

Application No.: 1
 Application Date: 19-Nov-07
 Period To: 9-Nov-07
 Engineer Firm J.E. Saenz & Associates

Summary												
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	First Month	Second Month	Third Month	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
2C1080-482	Morningside Estates	\$ 44,381.40	\$ 46,967.75	\$ 46,967.75	\$ -	\$ -	\$ 46,967.75	\$ -	\$ 4,696.78	\$ 42,270.97	\$ -	\$ 42,270.97
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\$ 2,586.35

Estimate Quantity Update Worksheet

Date: 19-Nov-07

Colonia: Morningside Estates
 Roadway: Morningside Estates
 Control: 2C1080-482
 County: Hidalgo
 Est. No:

Contractor: S&G Paving
 Contract Price: \$44,381.40
 Work Done this Mo.:
 % Complete: 100.00%

Date Began: 3-Oct-07
 Contract Time:
 Time Charged:
 % Time Used:

Work Type: Paving and Drainage
 Limits:

From:
 To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901)ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
100	PREP ROW	Sta	3.87	\$500.00	\$1,935.00	3.87	4	\$1,935.00		0	\$0.00		0	\$0.00
110	BACKFILL (TY A)	Sta		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
152	8" ROAD GRADER WORK (DENS CONT.) SUBGRADE	TON	291	\$6.00	\$1,748.00	291	291	\$1,748.00		0	\$0.00		0	\$0.00
247	FLEX BASE (RDWY DEL)(TY D GR 8 CL 4)	C.Y.	187	\$25.00	\$4,675.00	287	287	\$7,175.00		0	\$0.00		0	\$0.00
247	FLEX BASE CALICHE	SY	397	\$6.20	\$2,481.40	397	397.000	\$2,461.40		0	\$0.00		0	\$0.00
260	LIME (TY A SLURRY) OR (TY B)	TON		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
260	LIME TREAT SUBGR (DC)(12")	SY		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
262	LIME (TY A SLURRY) OR (TY B)	TON		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	TON	7	\$175.00	\$1,225.00	0	0	\$0.00		0	\$0.00		0	\$0.00
262	ENI FOR BASE	S.Y.		\$1.50	\$0.00	1245	1245.000	\$1,887.50		0	\$0.00		0	\$0.00
262	ENI FOR FLEXBASE	S.Y.		\$1.50	\$0.00	1131.90	1131.900	\$1,697.85		0	\$0.00		0	\$0.00
275	CEMENT FOR SUBGRADE (ROAD MIXED)	TON	6	\$250.00	\$1,500.00	0	0	\$0.00		0	\$0.00		0	\$0.00
310	ASPH MATRL (MC-30)	GAL	206	\$3.00	\$618.00	206	206.000	\$618.00		0	\$0.00		0	\$0.00
340	1 1/2" ASPH CONC TY D	S.Y.	1029	\$7.00	\$7,203.00	1029	1029.000	\$7,203.00		0	\$0.00		0	\$0.00
500	MOBILIZATION	LS	1	\$6,000.00	\$6,000.00	1.00	1.0	\$6,000.00		0	\$0.00		0	\$0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1	\$2,000.00	\$2,000.00	1.00	1.0	\$2,000.00		0	\$0.00		0	\$0.00
529	CONC CURB AND GUTTER (TY A)(INSTALL)	LF	0	\$8.50	\$0.00	860	860.000	\$7,310.00		0	\$0.00		0	\$0.00
529	CONC CURB AND GUTTER (TY A)(REMOVE)	LF	0	\$2.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
530	TURNOUTS (ASPH CONC PAV)	EA	1	\$400.00	\$400.00	1	1.000	\$400.00		0	\$0.00		0	\$0.00
530	DRIVEWAYS (ASPH CONC PAV)	SY	362	\$17.00	\$6,154.00	362	362	\$6,154.00		0	\$0.00		0	\$0.00
644	SMALL RDSD SGN ASSM (TY A)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
644	SMALL RDSD SGN ASSM (TY F)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
658	DEL ASM TY A (D-SY)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
3146	HOT MIX (TY D)	TON		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
5249	TEMP SEDMT CONT FENCE (INSTALL)	LF	56	\$8.00	\$448.00	0	0	\$0.00		0	\$0.00		0	\$0.00
5249	TEMP SEDMT CONT FENCE (REMOVE)	LF	56	\$8.00	\$336.00	0	0	\$0.00		0	\$0.00		0	\$0.00
(906) DRAINAGE														
402	TRENCH EXCAVATION PROTECTION	LF	0	\$3.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(15")	LF	320	\$24.00	\$7,680.00	0	0	\$0.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(18")	LF	0	\$30.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(18") REMOVE	LF	0	\$10.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(24")	LF	0	\$38.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
465	INLET (COMPL)(TY A) INSTALL	EA	0	\$2,300.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
465	INLET (COMPL)(TY A) REMOVE	EA	0	\$800.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
465	INLET (COMPL)(TY C)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
465	MANH (COMPL)(TYM)	EA	0	\$2,900.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
465	INLET EXT.	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
467	SET (TY II)(RCP)(1.6)	EA		\$450.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
467	SET (TY II)(24")(RCP)(1.6)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
467	SPILLWAYS FOR DITCH	EA		\$2.00	\$0.00	200	200.000	\$400.00		0	\$0.00		0	\$0.00

Monthly Totals:	\$46,967.75	\$0.00	\$0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (903):	\$46,567.75	\$0.00	\$0.00
Drainage (904):	\$400.00	\$0.00	\$0.00

Total to Date

Roadway (903): \$46,567.75
 Drainage (904): \$400.00
 Total: \$46,967.75

Prepared and Checked By:

Signature:
 Printed Name:

[Signature]

Date: 12/14/07

**S & G PAVING CO.
PO BOX 279
MISSION, TEXAS 78573**

WARRANTY

Date: November 9, 2007

Owner: Hidalgo County Pre # 4

Construction Contractor: S & G Paving Co. of the city of Mission state of Texas.

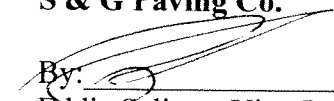
PROJECT DESCRIPTION

Construction of Mornigside Subdivision Paving Improvements

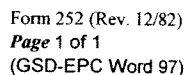
This is to certify that on November, 7 2007 a final inspection was made of the project.

The work to which this certificate has been inspected by Owner, Contractor, and Engineer. S & G Paving Co. 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 of November, 7 2007 as provided in said contract.....S & G Paving Co. warranty excludes remedy for damage or defect caused by abuse, modifications not executed by S & G Paving Co. improper or insufficient maintenance, improper operation.

S & G Paving Co.

By: 

Eddie Salinas: Vice-President



ESTIMATE NO.	1	CONTRACTOR	S&G Paving
PROJECT NO.	2C1080-482	COUNTY	HIDALGO
TIME COMPUTED FROM		DATE WORK BEGAN	10/01/2007
		DATE WORK COMPLETED	10/31/2007

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE			
October	1	1	1	prepared row		
	2	1	1	prepared row		
	3	1	1	prepared row		
	4	0	0			
	5	0	0			
	6	1	1	worked on preparation of subgrade		
	7	1	1	worked on preparation of subgrade		
	8	1	1	worked on preparation of subgrade and mixed EN1		
	9	1	1	compacted subgrade		
	10	1	1	compacted subgrade		
	11	0	0			
	12	0	0			
	13	1	1	worked on blue top for subgrade		
	14	1	1	cut final on subgrade		
	15	1	1	WOREKD ON PREPARATION OF CALICHE AND MIXED EN1		
	16	1	1	WOREKD ON PREPARATION OF CALICHE AND MIXED EN1		
	17	1	1	COMPACTED CALICHE AND WORKED ON CURB AND GUTTER		
	18	0	0			
	19	0	0			
	20	1	1	COMPACTED CALICHE AND WORKED ON CURB AND GUTTER		
	21	1	1	WORKED ON DRIVEWAYS		
	22	1	1	WORKED ON DRIVEWAYS		
	23	0	0			
	24	0	0			
	25	1	1	ROLLED CALICHE		
	26	1	1	ROLLED CALICHE		
	27	1	1	WORKED ON FINAL CUT OF CALICHE		
	28	1	1	WORKED ON PRIME COAT		
	29	0	0			
	30	1	1	PAVED		
	31	1	1	CLEANED UP		

NO. OF CONTRACT WORKING DAYS 90 NO. WORKING DAYS CHARGED TO DATE 22
 ASSESSED LIQUIDATED DAMAGES: NO. 0 PER DAY \$ TOTAL \$ 0.00
 CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE)

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT, TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

S&G PAVING

Remarks

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County
_____ to furnish Labor, Equipment and Materials
in connection with certain improvements to real property located in Hidalgo County
County, Texas, and owned by Hidalgo County
Which improvements are described as follows:

Paving and Drainage Improvements

In consideration of Pay Estimate No. 1 in the amount of fourty six thousand nine hundred sixty seven dollars and seventy five cents DOLLAR (\$ 46,967.75) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

S&G Paving

CONTRACTOR

By: [Signature] Eddie Salinas
TITLE Vice President

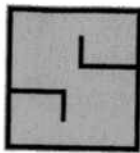
SWORN TO AND SUBSCRIBED BEFORE ME, on this the 21 day of November, 2007, to
certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas
 IRMA RODRIGUEZ
MY COMMISSION EXPIRES
May 10, 2008

My Commission Expires:

5 / 10 / 2009

 IRMA RODRIGUEZ
MY COMMISSION EXPIRES
May 10, 2008



J.E. SAENZ & ASSOCIATES

ENGINEERS • SURVEYORS • PLANNERS • CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS • RIGHT OF WAY ACQUISITION

LETTER OF TRANSMITTAL & RECEIPT

TO: Agapito Vargas
HCCAP
301 E. State
Pharr, Texas 78577

FROM: Abel Vaquera

Project: Morningside Estates Subdivision

DATE: December 13, 2007

JES FILE No.: ENG. 04.033

WE ARE SENDING YOU ☒ ATTACHED ☐ Under separate cover mail delivery the following:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Bid Documents ☐ Specifications

☐ Correspondence ☐ Change order ☐ Contract Documents ☐ Proposal

☒ Other: Invoice #1 (final & Retainage), Asbuilts (Villa Del Mundo, Colonia Big 5)

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approval as submitted ☐ Resubmit ____ copies for approval

☐ For your files ☐ Approved as noted ☐ Submit ____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return ____ corrected prints

☐ For review/comment ☐ Please Sign & Return

☐ For payment ☐ Other: _____

ITEMS SENT: 5 set of Morningside Estates Subdivision Invoice #1(Final & Retainage), 1 set of Morningside Estates Subdivision Change Order #1, Asbuilts (2 set of Villa Del Mundo, 2 set of Colonia Big 5)

RECEIVED Galie Jackson DATE 12/13/07 TIME 10:15 AM

COPIES: ☐ FILE ☐ OWNER

AI-6991

11.1.1.

**Pager and Pager Service
CC REGULAR**

Date: 12/26/2007

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

Requesting authority to award (from solicited quotes) and approval of contract (subject to legal review) for " Pager and Pager Service" to sole quote meeting all specification and/or requirements for a one (1) year term commencing January 1, 2008.

BACKGROUND

Letter of recommendation
Quote tab
Specifications
Quote Page
Draft Contract

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 71100421002800010533

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Account Number was given by Mr. Juan Tapia from the Hidalgo County Sheriff's Office
Phone No. 956 393-6019.

FISCAL YEAR: 2008

ACCT. #: 81100421002800010533

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Project will commence January 2008 and terminate December 2008. Funding will be from 2008 budgeted funds totaling \$11,000.00 Prior PO#579686 was for fiscal year 2007. RS

Attachments

Link: [back up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2007 03:17 PM	APRV
2	Budget & Management	Dina Trevino	12/18/2007 04:15 PM	APRV

3	Rey Salazar	Rey Salazar	12/18/2007 05:24 PM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 10:44 AM	APRV
5	Court Administrator	Monica Badillo	12/20/2007 01:14 PM	APRV

Form Started By: Roli Flores

Started On: 12/11/2007 08:49
AM

Final Approval Date: 12/20/2007

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Sheriff's Office

BID OPENING DATE: December 12, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: Pager and Pager Services

BID NO: 07-121-12-12-ROL

	NAME OF COMPANY	TOTAL FEE FOR MONTHLY SERVICE
#1	Advance Paging & Wireless	<u>\$5.95</u> a month service fee per pager <u>\$24.00</u> for purchase of new Pager (if in need of replacement) All obsolete pagers will be replaced at no charge by vendor.
#2	E-Z Page	No Quote submitted
#3	Beepers Etc.	No Quote submitted

Note: The expenditure for pager service in as of December 12, 2007 for the Sheriff's Office is \$7,584.96

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING QUOTE LOG
SPECIFICATIONS/QUOTE PACKETS
QUOTE**

QUOTE OPENING DATE: DECEMBER 12, 2007

QUOTE OPENING TIME: 9:30 A.M.

DEPARTMENT/QUOTE DESCRIPTION: "HIDALGO COUNTY SHERIFF'S OFFICE- PAGER AND PAGER SERVICE"

BID NO: 07-121-12-12-ROL

NAME OF COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1.Advance Paging and Wireless	Mail	RF	12-6-07	P.O. Drawer 3097 Mcallen Tx 78502
2.E Z Page	Mail	RF	12-6-07	1903 S Closner Edinburg Tx 78539
3.Beepers ETC	Mail	RF	12-6-07	1723 N. 23 rd Mcallen Tx 78501
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				

*VIA:

IN PERSON (IP)

E-MAIL (EM)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

Rolando.Flores

From: Juan.Tapia@hidalgoso.org
Sent: Wednesday, December 12, 2007 3:53 PM
To: Rolando.Flores
Cc: rozuna@hidalgoso.org; mhinojosa@hidalgoso.org
Subject: Re: 07-121- Pager Service scanned packet for recommendation from dept.pdf

ROLI

We recommend to please go ahead with sole bidder for our project BID No. 07-121-12-12
Pager and Pager Service. Thanks Juan

"Rolando.Flores"

<Rolando.Flores@co.hidalgo.tx.us>

To <Juan.Tapia@hidalgoso.org>, <rozuna@hidalgoso.org>

cc

bcc

12/12/2007 10:39 AM

Subject scanned packet for recommendation from dept.pdf

This email serves as our request for your recommendation for the attached project. Please submit your request by email or fax our department by letterhead by no later than today by 2:00 P.M. Thanks in advance. Roli [attachment "scanned packet for recommendation from dept.pdf" deleted by Juan Tapia/HCSO

12/12/2007

EXHIBIT “A” SPECIFICATIONS

EXHIBIT "A"

Hidalgo County Sheriff's Office

"Pager and Pager Service"

QUOTE NO. 07-121-12-12-ROL

The Hidalgo County Sheriff's Office is seeking quotes for monthly air time use for pager service, purchase and replacement of units. The following services will be provided in accordance with these specifications and the manufacturer recommendations. Currently the Hidalgo County Sheriff's Office uses approximate over 150 Motorola Pagers. The quotes would have to be good for the 2008 calendar year with an option to extend for a one (1) additional year under the same rates, terms and conditions.

Specifications for pager and pager service.

- Can existing pagers be used?
- Price quote for replacing/purchasing and/or adding the following Alpha Numeric pager units to include service.
 - Motorola Bravo pager
 - Motorola Elite pager
 - Motorola Advisor pager
 - Motorola Advisor Gold pager
- Proposed monthly rate for unlimited airtime (per pager)?
- Proposed monthly rate for unlimited Alpha Numeric air time per pager if different from regular air time?
- Coverage area per price quoted.
- Group page Alpha Numeric rate.
- Repair Service Charge per Pager

If at any time it appears that the Hidalgo County Sheriff's Office will exceed \$25,000.00 within the fiscal year, all services will be suspended until a contract is obtained through the Hidalgo County bid process. We, however, do not expect to come anywhere close to that amount.

Requirement, Terms & Conditions

1. Please provide with your quote all additional fees.
2. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.
3. The term of the agreement will be for a period of one (1) year with the County's option to extend for one (1) additional year under the same rates, terms and conditions.
4. Any contract awarded to a successful vendor will be in effect until:
 - The contract expires.
 - Delivery and acceptance of product and/or performance of services ordered.
 - Termination by HIDALGO COUNTY with thirty (30) days written notice prior to cancellation
5. HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.
6. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed CIQ forms to the Hidalgo County Clerk's
Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo
County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE
RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

7. **PLEASE SUBMIT NO SUBMITTAL FORM BY FAX IF UNABLE TO
QUOTE.**

EXHIBIT “B”
VENDOR’S QUOTE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"PAGER AND PAGER SERVICE"
BID NO.: 07-121-12-12-ROL

QUOTE PAGE

- Can existing pagers be used? No, All existing pagers currently on Account will be replaced at No Charge. All new purchases will follow below pricing.
- Price quote for replacing/purchasing and/or adding the following Alpha Numeric pager units to include service.
 - Motorola Bravo pager \$ Obsolete
 - Motorola Elite pager \$ obsolete
 - Motorola Advisor ~~pager~~ Elite Pager \$ obsolete
 - Motorola Advisor Gold pager \$24.00 each replacement
- Proposed monthly rate for unlimited airtime (per pager) \$5.95
- Proposed monthly rate for unlimited Alpha Numeric air time per pager if different from regular air time? \$ Same as Above
- Coverage area per price quoted. Blue Area on Coverage map Included
- Group page Alpha Numeric rate. \$5.95 per Group per month
- Repair Service Charge per Pager \$24.00 each pager when repair is needed

BIDDER/COMPANY NAME: Advanced Paging
ADDRESS: 600 Ash Ave

CITY/STATE/ZIP CODE: M^cAllen, Texas 78501

PHONE & FAX NO.'S: 631-7243 - Fax # 213-2195
CELLULAR & BEEPER NO.'S: 984-9101 Dwight Yoder's Mobile

AUTHORIZED SIGNATURE: Dwight F Yoder

PRINTED NAME: Dwight F Yoder

TITLE: Vice Pres

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-121-12-18

THIS CONTRACT is made and entered into this **18th** day of **December, 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Pager and Pager Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, 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 County awarded the bid to Company.

DRAFT DRAFT

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 to locations at **Hidalgo County Sheriff's Office** . 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 **Hidalgo County** following a request for Services by the **Hidalgo County** or

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **one (1) year**, commencing **January 1, 2008** and expiring on **December 31, 2008** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and condition. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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.

DRAFT

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and 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.

8. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

9. 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 performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

10. 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**

DRAFT

If to Company

11. 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.

12. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

13. 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.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2007.

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

DRAFT

Approved by _____ Commissioners' Court on _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

AI-7192

11.J.1.

**Gulf Transport & Storage Claim for B&G
CC REGULAR**

Date: 12/26/2007

Submitted By: Priscilla Torres, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation 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. Buildings & Grounds for Gulf Transport and Storage in the amount of \$250.00 for invoice #8284 for an attempted job to be performed (moving of furniture). Purchase order was not obtained, nor was this item covered under contract #07-173-05-01.

BACKGROUND

Vendor is billing for man hours spent while waiting to move District Clerk's furniture. 2 men @ \$125.00 per hour (2 hour minimum). Purchase order was not obtained, and moving services for District Clerk's Office were not covered under contract #07-173-05-01.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-419-40-220-001-0-339

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-20-07 \$1,268.61. Amount of invoice to be paid to Gulf Transport (claim) invoice #8284 is \$250.00.

Attachments

Link: Gulf Coast
Transport Claim for
B&G and Dist. Clerk

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/19/2007 05:08 PM	APRV
2	Purchasing Department	Marty Salazar	12/19/2007 05:08 PM	APRV
3	Budget & Management	Dina Trevino	12/20/2007 08:20 AM	APRV
4	Ivan Cantu	Ivan Cantu	12/20/2007 11:50 AM	APRV
5	Auditor's Office		12/21/2007 03:48 PM	PEND

Form Started By: Priscilla Torres

Started On: 12/19/2007 04:27
PM

Final Approval Date: 12/21/2007

Invoice

DATE	INVOICE #
10/16/2007	8284

ATTN: BUILDINGS AND GROUNDS DEPT

10/16/2007

DESCRIPTION	CHARGES	BALANCE	AMOUNT
OCTOBER 5, 2007 - DATE OF SERVICE 2 MEN @ \$125.00 PER HOUR (2 HOUR MINIMUM)			250.00
ATTEMPTED JOB TO BE PERFORMED - BUILDINGS AND GROUNDS DEPT. P. O. WAS NOT READY FOR SERVICE TO BE DONE AT JOB SITE			



GULF MOVING SYSTEMS
101 S. BOWIE
P.O. BOX 1106
SAN BENITO, TX 78586
Ph. (956) 399-7513
Fax. (956) 399-7206

Hidalgo City
COURT HOUSE

Attn:

Alma

Date:

12/13/07

From:

Eve

Fax:

(956) 292-7612

Re:

Over due invoice

8284 \$ 250.00

Urgent - Your immediate
attention is

requested in this
over due invoice.

Stephanie Palacios stated
that you need a P.O. #
& submit it to her for
payment.

Call me & let me know

Please Respond If Checked:

Number Of Pages:

the status for
payment.



Laura Hinojosa

Hidalgo County
District Clerk

Memorandum

To: Daniel Flores, B&G Director, Renan Ramirez, IT Director,
Liza Lopez, Surplus Manager

From: Laura Hinojosa, District Clerk

Date: September 14, 2007

Re: Furniture Order

The District Clerk's Office is preparing for the installation of 40 cubicles early next month. We are requesting your department's cooperation during this transition as it will require the removal of surplus office furniture as well as the disconnection/connection of office equipment. In order to resume normal business hours, this event will be scheduled during the weekend. Please forward proposed weekend dates that are most convenient for your department.

Thank you for your attention on this matter. Your full consideration of our request is greatly appreciated. If you have any questions or require additional information, please contact my office at 956-318-2200.

Post Office Box 87

Edinburg, Texas 78540

Telephone (956) 318-2200

Fax (956) 318-2251

districtclerk@co.hidalgo.tx.us

Liza V. Lopez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, September 17, 2007 1:07 PM
To: liza.lopez@co.hidalgo.tx.us
Subject: FW: Furniture Install

From: Stephanie [mailto:Stephanie@co.hidalgo.tx.us]
Sent: Friday, September 14, 2007 11:57 AM
To: 'Renan Ramirez'; daniel.flores@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us; 'Javier Carrion'; 'Maria Lopez'
Subject: Furniture Install

Memorandum

To: Daniel Flores, B&G Director, Renan Ramirez, IT Director,
Liza Lopez, Surplus Manager
From: Laura Hinojosa, District Clerk
Date: September 14, 2007
Re: Furniture Install

The District Clerk's Office is preparing for the installation of 40 cubicles early next month. We are requesting your department's cooperation during this transition as it will require the removal of surplus office furniture as well as the disconnection/connection of office equipment. In order to resume normal business hours, this event will be scheduled during the weekend. Please forward proposed weekend dates that are most convenient for your department.

Thank you for your attention on this matter. Your full consideration of our request is greatly appreciated. If you have any questions or require additional information, please contact my office at 956-318-2200.

10/16/2007

AI-7177

12.A.

**termination of contract with Data Rx
CC REGULAR**

Date: 12/26/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

UPL:

Discussion and possible action on termination of Contract with Data Rx

BACKGROUND

As per Steve Crain

Fiscal Impact

Attachments

Link: [letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/19/2007 08:51 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/20/2007 02:33 PM	APRV
3	Auditor's Office	Becky Morales	12/21/2007 09:52 AM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 12:01 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	12/21/2007 02:09 PM	APRV

Form Started By: Monica Badillo
Started On: 12/18/2007 05:03 PM

Final Approval Date: 12/21/2007

13. 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.

✓ 14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. 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.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

AI-7101

12.B.

**Hidalgo County Property & Casualty Claims Fund
CC REGULAR**

Date: 12/26/2007
Submitted By: Rosie Luna, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Safety Division:

1. Discussion, consideration and approval to reimburse the Hidalgo County Property & Casualty Claims Fund Bank Account for claims paid by Tristar Risk Management for the period starting September 1, 2007 to October 3, 2007 in the amount of \$31,911.22.
2. Approval of wire transfer to cover the claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [Sept Register](#)

Link: [October Register](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 01:54 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/13/2007 03:35 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 02:40 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 02:54 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:06 PM	APRV

Form Started By: Rosie Luna
Started On: 12/13/2007 11:21 AM

Final Approval Date: 12/14/2007

REGISTER FOR THE MONTH OF SEPTEMBER 2007

TRISTAR CL #	OUR CASE #	INCIDENT DATE	CLAIMANT	TYPE OF CLAIM	DATE PAID	AMOUNT PAID	DEPT.	ACCOUNT NO.
06157460	06-04-05-1610	4/5/2006	Tel Video & Audio Productions for Escalante, Elisua vs Hidalgo Co.	Auto	9/26/2007	\$ 515.00	Pct. 3	7-1100-415-30-115-021-0-339
06157460	06-04-05-1610	4/5/2006	Carlos H Ochoa for Escalante, Elisua vs Hidalgo Co.	Auto	9/11/2007	\$400.00	Pct. 3	7-1100-415-30-115-021-0-339
06157460	06-04-05-1610	4/5/2006	Monica S Rossler-Frickel for Escalante, Elisua vs Hidalgo County	Auto	9/18/2007	\$ 300.00	Pct. 3	7-1100-415-30-115-021-0-339
06157460	06-04-05-1610	4/5/2006	Adame Reporting, Inc. for Escalante, Elisua vs Hidalgo County	Auto	9/18/2007	\$ 398.40	Pct. 3	7-1100-415-30-115-021-0-339
07199962	07-04-24-1545	4/25/2007	AT&T SWBT-08-200705-05-0017-CMK	General Liability	9/26/2007	\$ 378.95	Pct. 3	7-1100-419-00-115-025-0-820
07186405		10/30/2006	Atlas & Hall representing County on Cantu, Nicolas vs Hidalgo Co	Legal (Public Official)	9/28/2007	\$ 139.25	JP 4-1	7-1100-415-30-115-021-0-333
07189310	07-04-26-1130	4/26/2007	Garcia, Roxanne & Davis Law Firm	Auto	9/24/2007	\$ 4,500.00	Health	7-1100-415-30-115-021-0-333
07189310	07-04-26-1130	4/26/2007	Garcia, Roxanne for Destiny Garcia & Davis Law Firm	Auto	9/24/2007	\$ 100.00	Health	7-1100-415-30-115-021-0-333
07193910	07-05-23-1124	5/25/2007	Atlas & Hall representing County on Martinez, Jorge vs Hidalgo County	Legal (Law Enforcement)	9/21/2007	\$ 236.04	Sheriff's	7-1100-415-30-115-021-0-333
061719662	06-10-13-0950B	10/13/2006	Thornton, Biechlin, Segrato, Reynolds & Guerra representing County on Vasquez, Marciel vs Hidalgo County	Legal (Auto)	9/27/2007	\$ 1,943.58	Sheriff's	7-1100-415-30-115-021-0-333

Total: \$ 8,911.22

Reviewed By: _____

Date: _____

Check Register for October 2007

TRISTAR CL #	OUR CASE #	INCIDENT DATE	CLAIMANT	TYPE OF CLAIM	DATE PAID	AMOUNT PAID	DEPT.	ACCOUNT NUMBER
07181213	07-01-25-0815	1/25/2007	Olivo, Martha and her Atty. Martinez & Assoc.	Auto Loss	10/3/2007	\$ 15,000.00	Const. Pct. 2	7-1100-415-30-115-021-0-333
07181213	07-01-25-0815	1/25/2007	Olivo, Martha parent for Alvarez, Clear & her Atty. Martinez & Assoc	Auto Loss	10/3/2007	\$8,000.00	Const. Pct. 2	7-1100-415-30-115-021-0-333

TOTAL: \$ 23,000.00

Reviewed By: _____

Date: _____

AI-7160

12.C.

**Certification of WC Claims paid by Tristar Risk Management
CC REGULAR**

Date: 12/26/2007

Submitted By: Flora Vazquez, WORKERS' COMPENSATION

Department: WORKERS' COMPENSATION

Agenda Area: Budget and Management

Information

CAPTION

Fund 2202 - Workers' Compensation Self-Insured

Requesting approval of reimbursement to the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$ 43,718.69 for the period of 11/16-30/2007 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: [Certification of WC
Claims paid by Tristar Risk
Management](#)

Link: [Invoice](#)

Link: [Breakdown by
Organization](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/18/2007 08:09 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/18/2007 09:32 AM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 05:33 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 11:59 AM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 02:09 PM	APRV

Form Started By: Flora Vazquez
Started On: 12/17/2007 04:21 PM

Final Approval Date: 12/21/2007

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: November 16- 30, 2007.

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 43,718.69.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 318500-318672) on behalf of injured employees from 11/16/2007 to 11/30/2007:

1).	Hidalgo County	\$ <u>34,905.17</u>
2).	Hidalgo County Headstart Program	\$ <u>8,813.52</u>
3).	Community Service Agency	\$ <u>00.00</u>
4).	Hidalgo County Urban County Program	\$ <u>00.00</u>
5).	Drainage District #1	\$ <u>00.00</u>

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 43,718.69

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of December 26, 2007

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 270,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) \$ 226,281.31

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10th day of the following month.

Commissioner's Court Approval

Date

Tristar Risk Management No.2
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 68-0165539

December 3, 2007

Hidalgo County Workers Compensation Fund
100 E. Cano, 2nd Fl.
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 15823

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 43,718.69
11/16/07 to 11/30/07 are in accordance with our contract with Hidalgo County Exhibit A,
dated July 1st. (Check# 318500-318672)

TOTAL CURRENT CHARGES \$ 43,718.69

Previous Balance Due \$102,776.11

Payments and Credits

11/21/07 Payment received - thank you 58,848.26CR

Total Payments and Credits \$ 58,848.26CR

Total Balance Due \$ 87,646.54

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6682

INVOICE RECEIVED BY:

BC on 12-10-07

GOODS/SERVICES RECEIVED BY:

Hidalgo County on 12-10-07

Custom Payment Total

Hidalgo County W Losses Paid 11/16/07 to 11/30/07

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount

Alternate Organization 1 : Headstart**Alternate Organization 1 Total: 68****8,813.52****Alternate Organization 1 : Hidalgo County****Alternate Organization 1 Total: 286****34,905.17****Grand Total: 354****43,718.69**

2007 DEC 10 PM 4 19
HIDALGO COUNTY
WORKERS COMP

AI-7175

12.D.

**Palmview TIRZ # 1 County Representative
CC REGULAR**

Date: 12/26/2007

Submitted By: Erika Reyna, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Appointment of a representative on behalf of Hidalgo County to meet with the governing body of the City of Palmview concerning "Proposed Tax Increment Reinvestment Zone (TIRZ), City of Palmview".

BACKGROUND

Sixty day notice waived by CC on 12/18/07

Fiscal Impact

Attachments

Link: [Project Review](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/19/2007 08:52 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/19/2007 09:32 AM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 06:33 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 12:01 PM	APRV
5	Court Administrator	Monica Badillo	12/21/2007 02:09 PM	APRV

Form Started By: Erika Reyna
Started On: 12/18/2007 03:23 PM

Final Approval Date: 12/21/2007

City of Palmview Project Review

City of Palmview - TIF Reinvestment Zone # One

Summary Fact Sheet October 17, 2007

Plan of Finance

Site Area	555.080	Acres
Base Value (2007)	\$12,181,972	

	Number	Value	
Project:			
Phase 1	2007	\$2,500,000	Commercial Development
Phase 2	2008	\$3,500,000	Commercial Development
Phase 3	2009	\$5,000,000	Commercial Development
Phase 3a	2009	\$2,375,000	Single Family Homes
Phase 3b	2009	\$12,500,000	Multi-Family Development
Phase 4	2010	\$3,500,000	Commercial Development
Phase 4a	2010	\$2,375,000	Single Family Homes
Phase 4b	2010	\$8,000,000	Lodging Facilities
Phase 5	2011	\$5,000,000	Commercial Development
Phase 5a	2011	\$2,375,000	Single Family Homes
Phase 6	2012	\$5,000,000	Commercial Development
Phase 6a	2012	\$4,750,000	Single Family Homes
Phase 7	2013	\$3,500,000	Commercial Development
Phase 7a	2013	\$3,800,000	Single Family Homes
Phase 8	2014	\$5,000,000	Commercial Development
Phase 8a	2014	\$3,800,000	Single Family Homes
Phase 9	2015	\$5,000,000	Commercial Development
Phase 9a	2015	\$5,700,000	Single Family Homes
Phase 10	2016	\$3,500,000	Commercial Development
Phase 10a	2016	\$5,700,000	Single Family Homes
Phase 11	2017	\$3,500,000	Commercial Development

Totals	\$45,000,000	Commercial Development
	\$30,875,000	Single Family Homes
	\$8,000,000	Lodging Facilities
	\$12,500,000	Multi-Family Units

Assumptions	Captured Value	\$ 96,375,000
	Growth Factor	0.00%
	Collection Rate	97.50%
	Estimated Total TIF Revenues	\$ 18,228,440
	Estimated TIF Life	25 Years

City of Palmview - TIF Reinvestment Zone
Projected Tax Increment Revenue

Tax Year	Tax Increment Zone				City of Palmview			Hidalgo County			Combined TIF Collections	Fiscal Year Ending
	Beginning Assessed Value	Annual Value of New Development	Projected Year-End Assessed Value	Projected Captured Value	Captured Taxable Value	Tax Rate Contribution	Tax Increments	Captured Taxable Value	Tax Rate Contribution	Tax Increments		
2007	20,429,550		20,429,550		-	0.352146		-	0.520000			2007
2008	20,429,550	2,500,000	22,929,550	2,500,000	2,500,000	0.352146	8,584	2,500,000	0.520000	12,675	21,259	2008
2009	22,929,550	3,500,000	26,429,550	6,000,000	6,000,000	0.379966	22,228	6,000,000	0.520000	30,420	52,648	2009
2010	26,429,550	19,875,000	46,304,550	25,875,000	25,875,000	0.379966	95,858	25,875,000	0.520000	131,186	227,044	2010
2011	46,304,550	13,875,000	60,179,550	39,750,000	39,750,000	0.379966	147,260	39,750,000	0.520000	201,533	348,793	2011
2012	60,179,550	7,375,000	67,554,550	47,125,000	47,125,000	0.409983	188,374	47,125,000	0.520000	238,924	427,298	2012
2013	67,554,550	9,750,000	77,304,550	56,875,000	56,875,000	0.409983	227,348	56,875,000	0.520000	288,356	515,705	2013
2014	77,304,550	7,300,000	84,604,550	64,175,000	64,175,000	0.409983	256,529	64,175,000	0.520000	325,367	581,896	2014
2015	84,604,550	8,800,000	93,404,550	72,975,000	72,975,000	0.442371	314,750	72,975,000	0.520000	369,983	684,733	2015
2016	93,404,550	10,700,000	104,104,550	83,675,000	83,675,000	0.442371	360,900	83,675,000	0.520000	424,232	785,133	2016
2017	104,104,550	9,200,000	113,304,550	92,875,000	92,875,000	0.442371	400,581	92,875,000	0.520000	470,876	871,457	2017
2018	113,304,550	3,500,000	116,804,550	96,375,000	96,375,000	0.477319	448,516	96,375,000	0.520000	488,621	937,137	2018
2019	116,804,550		116,804,550	96,375,000	96,375,000	0.477319	448,516	96,375,000	0.520000	488,621	937,137	2019
2020	116,804,550		116,804,550	96,375,000	96,375,000	0.477319	448,516	96,375,000	0.520000	488,621	937,137	2020
2021	116,804,550		116,804,550	96,375,000	96,375,000	0.477319	448,516	96,375,000	0.520000	488,621	937,137	2021
2022	116,804,550		116,804,550	96,375,000	96,375,000	0.477319	448,516	96,375,000	0.520000	488,621	937,137	2022
2023	116,804,550		116,804,550	96,375,000	96,375,000	0.515027	483,948	96,375,000	0.520000	488,621	972,570	2023
2024	116,804,550		116,804,550	96,375,000	96,375,000	0.515027	483,948	96,375,000	0.520000	488,621	972,570	2024
2025	116,804,550		116,804,550	96,375,000	96,375,000	0.515027	483,948	96,375,000	0.520000	488,621	972,570	2025
2026	116,804,550		116,804,550	96,375,000	96,375,000	0.515027	483,948	96,375,000	0.520000	488,621	972,570	2026
2027	116,804,550		116,804,550	96,375,000	96,375,000	0.555714	522,180	96,375,000	0.520000	488,621	1,010,801	2027
2028	116,804,550		116,804,550	96,375,000	96,375,000	0.555714	522,180	96,375,000	0.520000	488,621	1,010,801	2028
2029	116,804,550		116,804,550	96,375,000	96,375,000	0.555714	522,180	96,375,000	0.520000	488,621	1,010,801	2029
2030	116,804,550		116,804,550	96,375,000	96,375,000	0.599616	563,432	96,375,000	0.520000	488,621	1,052,054	2030
2031	116,804,550		116,804,550	96,375,000	96,375,000	0.599616	563,432	96,375,000	0.520000	488,621	1,052,054	2031
\$ 96,375,000					\$8,894,190			\$ 9,334,250				
Existing Annual Value Growth Factors					Participation Level			Participation Level			18,228,440	
Years 2006-2007				0.00%	Tax Rate Growth Factor		100%	Tax Rate Growth Factor		100%		
Thereafter				0.00%	Tax Rate Collection Factor		0.00%	Tax Rate Collection Factor		0.00%		
Combined Compound Growth Rate					Tax Rate Collection Factor		97.50%	Tax Rate Collection Factor		97.50%	\$ 18,228,440	

City of Palmview - TIF Reinvestment Zone

Sources & Uses

Sources of Funds

TIF Revenues	\$	18,228,440

Total Sources of Funds	\$	18,228,440

Uses of Funds

Begin Construction	2009	

La Homa Reconstruction with Canal Bridge	\$	6,000,000

New Collector Streets with Water Lines	\$	4,500,000

Police and Fire Sub-station		\$3,250,000

Economic Development		\$5,000,000

Atheletic and Recreational Fields	\$	1,500,000

Funds for Sewer for Eastern and Western Sectors	\$	5,500,000

Affordable Housing Initiatives		\$3,500,000

Street Reconstruction with Curbs Gutters and Sidewalks	\$	18,250,000

Total Infrastructure	\$	47,500,000

Administrative Expense	\$	62,500

Grand Total	\$	47,562,500

Project Financing Surplus (Shortage)	\$	(29,334,060)

PALMVIEW TIFF PARCELS 2007

QUICKREF	Improvement Value	Land Value	TotalPro	Acreage
R181110	1	75121	104705	2.59
R181111	337845	37260	375105	5.00
R181008	0	70054	70054	2.34
R172753	19544	71715	91259	0.99
R181003	0	70054	70054	2.04
R181005	0	69755	69755	2.34
R181004	0	70054	70054	2.35
R181001	0	104328	104328	5.63
R181000	44201	29810	74011	4.99
R238248	24821	44931	69752	0.87
R124069	0	67800	67800	4.00
R124055	65790	28758	94548	0.59
R181226	0	10726	10726	1.74
R555132	0	100564	100564	16.22
R181225	0	10726	10726	1.73
R289729	0	92380	92380	14.85
R181223	0	37944	37944	6.07
R181227	0	10726	10726	1.71
R181222	0	32302	32302	5.22
R181224	0	10726	10726	1.68
R555133	0	126573	126573	20.42
R686430	0	31765	31765	0.58
R686434	0	27333	27333	0.50
R686435	0	27234	27234	0.50
R686436	0	27603	27603	0.51
R686437	0	40484	40484	0.74
R686421	0	27204	27204	0.49
R686423	0	27191	27191	0.48
R686429	0	28170	28170	0.52
R686432	0	27228	27228	0.50
R686420	0	27196	27196	0.50
R686422	0	27170	27170	0.48
R686431	0	27233	27233	0.50
R686433	0	27299	27299	0.50
R686438	0	56218	56218	1.06
R686424	0	27476	27476	0.48
R686425	0	27550	27550	0.48
R686426	0	28081	28081	0.49
R686427	0	36829	36829	0.62
R686428	0	30774	30774	0.53
R238279	6853	14158	21011	0.20
R238275	44111	16727	60838	0.26
R238278	58055	14158	72213	0.20
R238274	32574	14866	47440	0.21
R238273	53607	25969	79576	0.21
R608111	0	33983	33983	8.52

R289734	0	74644	74644	1.02
R238181	168154	86310	254464	4.11
R346717	113006	10248	123254	0.93
R238271	39441	20121	59562	0.30
R238265	62905	26349	89254	0.43
R455962	0	89000	89000	9.70
R606637	0	76942	76942	4.00
R123996	0	31002	31002	4.90
R123973	0	31599	31599	0.47
R123967	0	59020	59020	9.90
R653324	0	119195	119195	9.29
R238276	26890	14158	41048	0.47
R238277	38579	14158	52737	0.20
R238284	59220	20490	79710	0.27
R238254	25982	87817	113799	1.81
R124022	375706	61852	437558	1.44
R516442	0	54320	54320	9.27
R123954	134092	141160	275252	9.30
R123964	0	65000	65000	9.81
R238121	29880	12900	42780	9.79
R300387	0	46418	46418	0.60
R300385	0	45665	45665	0.60
R124009	0	61852	61852	1.66
R123995	0	31002	31002	0.52
R238182	53272	45457	98729	1.44
R238140	0	328112	328112	9.36
R238139	0	172707	172707	3.11
R123996	0	31002	31002	0.52
R602943	310535	38898	349433	0.89
R124011	0	39123	39123	1.05
R180955	0	62000	62000	9.93
R180956	0	62000	62000	9.95
R124007	0	59620	59620	2.31
R524986	54976	8197	63173	0.11
R123982	0	213270	213270	3.41
R123994	0	37556	37556	0.83
R181077	0	155000	155000	9.34
R300386	0	46418	46418	0.60
R124010	0	39123	39123	1.05
R180957	0	51398	51398	8.29
R181076	0	155000	155000	10.00
R289737	0	36590	36590	0.50
R180954	0	51398	51398	8.27
R289728	0	62620	62620	10.20
R289708	0	97700	97700	9.53
R289732	0	38786	38786	0.52
R123945	336	200000	200336	27.15
R238256	69995	106113	176108	1.72
R699935	0	53430	53430	0.86

R699943	0	14937	14937	0.24
R699945	0	14915	14915	0.24
R699946	0	14937	14937	0.24
R699947	0	15219	15219	0.25
R699948	0	53714	53714	0.87
R699949	0	51938	51938	0.84
R699937	0	53714	53714	0.87
R699942	0	14941	14941	0.24
R699944	0	14937	14937	0.24
R699938	0	15219	15219	0.25
R699939	0	14941	14941	0.24
R699940	0	14941	14941	0.24
R699941	0	14941	14941	0.24
R238130	0	223933	223933	3.66
R124066	0	68953	68953	1.52
R342029	89895	130410	220305	9.61
R124041	49963	28482	78445	0.39
R123992	0	151000	151000	3.94
R123983	47531	28227	75758	3.41
R238280	80361	24045	104406	0.25
R238184	0	40613	40613	1.37
R238282	0	39727	39727	0.25
R502648	0	68186	68186	0.63
R123990	0	105000	105000	4.90
R657148	63099	59620	122719	3.92
R523535	18036	28122	46158	0.87
R238186	52189	70473	122662	1.23
R238187	47436	215152	262588	4.82
R238188	119050	256133	375183	4.29
R625796	0	59620	59620	2.00
R657148	63099	59620	122719	4.88
R238204	0	840750	840750	27.83
R238122	0	97500	97500	9.79
R677791	0	15700	15700	0.94
	0	0	0	0.30
	0	0	0	31.36
	0	0	0	0.06
	0	0	0	4.78
	0	0	0	1.49
R238286	0	0	0	0.14
	0	0	0	0.06
	0	0	0	3.34
R123963	0	0	0	9.39
	0	0	0	0.80
	0	0	0	4.78
	0	0	0	0.23
	0	0	0	1.39
	0	0	0	4.07
R712325	0	0	0	1.54

R712322	0	0	0	0.87
R712326	0	0	0	0.33
R712324	0	0	0	0.32
R712655	0	0	0	0.83
R712653	0	0	0	0.78
R712660	0	0	0	0.67
R712654	0	0	0	0.64
R712651	0	0	0	0.74
R712648	0	0	0	0.76
R712652	0	0	0	0.75
R712650	0	0	0	0.84
R712658	0	0	0	0.73
R712659	0	0	0	0.56
R712657	0	0	0	0.77
R712646	0	0	0	0.50
R712647	0	0	0	0.64
R712649	0	0	0	0.62
	0	0	0	10.60
	0	0	0	0.27
R712656	0	0	0	0.72
	0	0	0	3.29
R123991	22869	31002	53871	3.41
R123993	215096	100000	315096	2.99
R123970	37998	86756	124754	3.84
R181093	160380	83551	243931	1.07
R181098	0	55701	55701	0.72
R509004	0	100000	100000	5.00
R343185	0	112500	112500	4.99
	0	0	0	0.51
	0	0	0	0.53
	0	0	0	0.53
	0	0	0	0.42
	0	0	0	0.45
TOTALS	\$ 3,317,373.00	\$ 8,835,016.00	\$ 12,181,972.00	555.08

Palmview Certified Value Per Hidalgo Appraisal District for 2007 \$ 165,250,161.00

Value of Land In proposed Palmview TIRZ \$ 12,181,972.00

Maximum Allowable Percentage per Chapter 311 of the Texas Tax Code 15%

Per Cent Palmvie Land in Zone 7.3%

AI-7218

12.E.

**Deobligation of funds Indigent Health Care fund 1249
CC REGULAR**

Date: 01/02/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval to deobligate funds from the FY 2007-2008 Indigent Health Care fund (1249) and appropriate into Countywide Administration - Contingency (1100) in the amount of \$800,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 7-1XXX-XXX-0X-00XXX-7-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Deobligation of funds in the amount of \$800,000.00 from fund 1249 Indigent Health Care for FY 2007-2008 and appropriation into Countywide Administration - Contingency fund 1100 (Acct #7-1100-415-00-115-002-0-899).

Attachments

Link: [Acct Inquiry backup](#)
Link: [deobligation of funds-interfund](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/21/2007 11:14 AM	APRV
2	Budget & Management	Dina Trevino	12/21/2007 11:17 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/21/2007 02:29 PM	APRV
4	Auditor's Office		12/21/2007 03:48 PM	NEW

Form Started By: Ivan Cantu
Started On: 12/21/2007 10:08 AM
Final Approval Date: 12/21/2007

Account Year 7

Accounting Period 13

Period

YTD

185653

pq 09 -1 1 1

Account No 7-1100-491-01-000-249-0-891

Description TRANSFERS OUT-INDIGENT HEALTH

Summary

Budgets

Open Encumbrances

Encumbrance Detail

All Encumbrances

P11 < > >>

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	9,063,944.29	9,080,648.16	.00	.00	9,080,648.16
04	.00	.00	.00	1,380,648.16	7,700,000.00
05	.00	.00	.00	1,000,000.00	6,700,000.00
06	.00	.00	.00	1,200,000.00	5,500,000.00
09	.00	.00	.00	5,500,000.00	.00
YTD	9,063,944.29	9,080,648.16	.00	9,080,648.16	.00
PRE	.00	.00	.00	.00	.00
TOT	9,063,944.29	9,080,648.16	.00	9,080,648.16	.00

Auditors office will post a
J.E. reducing actual exp.
and making funds available. -1

Account Year 7

Accounting Period 13

Period

YTD

184307

pq 09 1 0 -1

Account No 7-1249-391-01-000-100-0-000

Description TRANSFERS IN-GENERAL FUND

Summary

Budgets

Open Encumbrances

Encumbrance Detail

All Encumbrances

Payments

Unpos

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	9,063,944.29	9,080,648.16	.00	.00	9,080,648.16
04	.00	.00	.00	1,380,648.16	7,700,000.00
05	.00	.00	.00	1,000,000.00	6,700,000.00
06	.00	.00	.00	1,200,000.00	5,500,000.00
09	.00	.00	.00	5,500,000.00	.00
YTD	9,063,944.29	9,080,648.16	.00	9,080,648.16	.00
PRE	.00	.00	.00	.00	.00
TOT	9,063,944.29	9,080,648.16	.00	9,080,648.16	.00

DATE: November 21, 2007

AI 7218

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department Of Budget & Mangement for Indigent Health Fund-1249

ACCOUNT NUMBER: 7-1XXX-XXX-0X-00-XXX-7-XXX

SUBJECT: Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

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 ADM.-CONTINGENCY	800,000.00
7-1100-491-01-000-249-0- 891	TRANSFERS OUT-INDIGENT HEALTH	(800,000.00)
7-1249-391-01-000-100-0- 000	TRANSFERS IN-GENERAL FUND	(800,000.00)
7-1249-444-00-240-004-8- 843	UPL FY 2007-2008-AID TO NONGOVT AGENCY	(800,000.00)
TOTAL BUDGET INCREASE (DECREASE)		(800,000.00)

REASON: TO DEOBLIGATE FUNDS FROM THE INDIGENT HEALTH CARE FUND 1249 FOR FY 2007-2008 AND APPROPRIATE INTO COUNTYWIDE ADM. CONTIGENCY.

SIGNATURE

APPROVED COMMISSIONERS COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-7135

12.F.

Interdept transfer from Contingency to Public Defense-Legal & Expert Witness

CC REGULAR

Date: 12/26/2007

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of interdepartmental transfer from Countywide Administration - Contingency to Public Defense - Legal & Expert Witness (1100) in the amount of \$300,000.00.

BACKGROUND

To cover expenditures for attorney vouchers, object code 333.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-41X-X0-115-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 7-1100-412-30-115-016-0-333 \$100,000.00, Available Balance as of 12-17-07 \$215,659.50.

Attachments

Link: 2007 interdept for Public Defense (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/17/2007 11:55 AM	APRV
2	Budget & Management	Dina Trevino	12/17/2007 02:46 PM	APRV
3	Andres Castro	Andres Castro	12/17/2007 03:27 PM	APRV
4	Auditor's Office	Becky Morales	12/20/2007 04:59 PM	APRV
5	Purchasing Department	Marty Salazar	12/21/2007 11:59 AM	APRV
6	Court Administrator	Monica Badillo	12/21/2007 02:08 PM	APRV

Form Started By: Ivan Cantu

Started On: 12/17/2007 11:37 AM

Final Approval Date: 12/21/2007

AI-7187

12.G.

**INTER-DEPT TRANSFER-LITIGATION
CC REGULAR**

Date: 12/26/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Co. Wide Contingency to General Litigation in the amount of \$70,000.00 (1100).

BACKGROUND

for pending and December legal bills.

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:

7-1100-415-00-115-002-0-899-->7-1100-415-30-115-021-0-339 \$50,000.00

7-1100-415-00-115-002-0-899-->7-1100-415-30-115-021-0-333 \$20,000.00

Available balance as of 12/19/07 \$229,361.51

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/19/2007 02:49 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/19/2007 04:14 PM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 06:32 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 12:09 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	12/21/2007 02:09 PM	APRV

Form Started By: Monica Badillo

Started On: 12/19/2007 11:58 AM

Final Approval Date: 12/21/2007

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: December 19, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: B&M - COUNTY WIDE CONTINGENCY/GEN. LITIGATION

ACCOUNT NUMBER: 7-1100-415-00-115-002-0-

CONTACT PERSON: MONICA BADILLO TELEPHONE NO. X5404

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 CONTINGENCY	(70,000.00)
TO		
7-1100-415-30-115-021-0-339	GEN. LITIGATION - OTHER PROF. SERVICES	50,000.00
7-1100-415-30-115-021-0-333	GEN. LITIGATION - LEGAL & EXPERT WITNESS	20,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$0.00

REASON: **To cover litigation invoices for the month of December.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-7194

12.H.

Interdept. transfer-Insurance to Litigation - \$25000.

CC REGULAR

Date: 12/26/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Insurance to General Litigation (1100) in the amount of \$25,000.00.

BACKGROUND

To cover pending invoices/December invoices.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-30-115-021-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1100-419-00-115-025-0-820 --> 7-1100-415-30-115-021-0-820 \$14,000.00
Available balance as of 12/20/07 \$31,238.47

7-1100-419-00-115-025-0-820 --> 7-1100-415-30-115-021-0-333 \$11,000.00
Available balance as of 12/20/07 \$31,238.47

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/20/2007 08:22 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/20/2007 10:52 AM	APRV
3	Auditor's Office	Becky Morales	12/20/2007 06:29 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2007 12:09 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	12/21/2007 02:09 PM	APRV

Form Started By: Monica Badillo
Started On: 12/19/2007 04:47 PM
Final Approval Date: 12/21/2007

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: December 19, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: INSURANCE / GEN. LITIGATION

ACCOUNT NUMBER: 7-1100-415-30-115-021-0

CONTACT PERSON: MONICA BADILLO TELEPHONE NO. X5404

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		
7-1100-419-00-115-025-0-820	INSURANCE - CLAIMS & JUDGMENTS	(25,000.00)
TO		
7-1100-415-30-115-021-0-820	GEN. LITIGATION - CLAIMS & JUDGMENTS	14,000.00
7-1100-415-30-115-021-0-333	GEN. LITIGATION - LEGAL & EXPERT WITNESS	11,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$0.00

REASON: **To cover pending invoices/December invoices.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-7224

12.I.

Salaries and related fringes

CC REGULAR

Date: 12/26/2007

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Constable Precinct No. 3

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration to Constable Precinct No. 3 (1100) in the amount of \$5,487.00 (1100).

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:

From 7-1100-415-00-115-002-0-899 (CO WIDE ADM-CONTINGENCY) to various object codes within 7-1100-421-00-293-001-0-XXX (CONSTABLE PCT.3) in the total amount of \$5,487.00. Available balance is \$229,361.51 as of 12/21/2007. RC

Attachments

Link: 2007 inter for
Constable PCT No. 3 (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2007 12:17 PM	APRV
2	Dale Kennan	Dale Kennan	12/21/2007 02:44 PM	APRV
3	Auditor's Office		12/21/2007 03:48 PM	NEW

Form Started By: Rosie Cantu
Started On: 12/21/2007 11:21 AM

Final Approval Date: 12/21/2007

BUDGET INTERDEPARTMENTAL TRANSFER**DATE:** December 20, 2008**AI-7224****DEPARTMENT HEAD:** VALDE GUERRA**DEPARTMENT NAME:** DEPT OF BUDGET & MANAGEMENT FOR CONSTABLE PCT.3**ACCOUNT NUMBER:** 7-1100-4XX-00-XXX-00X-0-XXX**CONTACT PERSON:** ROSIE CANTU **TELEPHONE NO.** (956) 292-7025**SUBJECT:** Interdepartmental Transfer/s

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.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(5,487.00)
TO		
7-1100-421-00-293-001-0-115	CONSTABLE PCT.3-LONGEVITY PAY	230.00
7-1100-421-00-293-001-0-211	CONSTABLE PCT.3- HEALTH INSURANCE	2,561.00
7-1100-421-00-293-001-0-212	CONSTABLE PCT.3- LIFE INSURANCE	58.00
7-1100-421-00-293-001-0-220	CONSTABLE PCT.3- FICA	71.00
7-1100-421-00-293-001-0-230	CONSTABLE PCT.3- RETIREMENT	166.00
7-1100-421-00-293-001-0-250	CONSTABLE PCT.3-UNEMPLOYMENT COMP	42.00
7-1100-421-00-293-001-0-260	CONSTABLE PCT.3-WORKERS COMP	2,359.00
	TOTAL BUDGET INCREASE (DECREASE)	\$0.00

REASON: INTERDEPARTMENTAL TO FUND NEGATIVE BALANCE AND END OF YEAR EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-7223

12.J.

Salaries and related fringes

CC REGULAR

Date: 12/26/2007

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Sheriff's Office

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration to Sheriff's Office (1100) in the amount of \$3,093.00.

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:

From 7-1100-415-00-115-002-0-899 (CO WIDE ADM-CONTINGENCY) to 7-1100-421-00-280-001-0-119 (SHERIFF-CLOTHING ALLOWANCE) in the amount of \$3,093.00. Available balance is \$229,361.51 as of 12/21/2007. RC

Attachments

Link: 2007
Interdepartmental for
Sheriff's Office (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2007 11:21 AM	APRV
2	Dale Kennan	Dale Kennan	12/21/2007 12:04 PM	APRV
3	Auditor's Office		12/21/2007 03:48 PM	NEW
Form Started By: Rosie Cantu			Started On: 12/21/2007 11:05 AM	
Final Approval Date: 12/21/2007				

DATE: December 20, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR SHERIFF'S OFFICE

ACCOUNT NUMBER: 7-1100-4XX-00-XXX-00X-0-XX9

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

Honorable Commissioners' Court of Hidalgo County:

REASON: INTERDEPARTMENTAL TO FUND NEGATIVE BALANCE AND END OF YEAR EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-7220

12.K.

Salaries and related fringes

CC REGULAR

Date: 12/26/2007

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Courthouse Parking Lot

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration to Courthouse Parking Lot (1100) in the amount of \$384.00.

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:

From 7-1100-415-00-115-002-0-899 (CO WIDE ADM-CONTINGENCY) to various object codes within the Courthouse Parking Lot accounts in the total amount of \$384.00. \$229,361.51 available balance as of 12/21/2007. RC

Attachments

Link: 2007 - Inter for
Courthouse PK Lot (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2007 11:21 AM	APRV
2	Dale Kennan	Dale Kennan	12/21/2007 11:44 AM	APRV
3	Auditor's Office		12/21/2007 03:48 PM	NEW

Form Started By: Rosie Cantu
Started On: 12/21/2007 10:33 AM
Final Approval Date: 12/21/2007

BUDGET INTERDEPARTMENTAL TRANSFER

DATE: December 20, 2007

AI-7220

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COURTHOUSE PK LOT

ACCOUNT NUMBER: 7-1100-41X-00-XXX-00X-0-XXX

CONTACT PERSON: ROSIE CANTU TELEPHONE NO. (956) 292-7025

SUBJECT: **Interdepartmental Transfer/s**

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.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(384.00)
TO		
7-1100-419-40-220-003-0-113	CRTHSE PK LOT-PERM F/T EMPLOYEES	220.00
7-1100-419-40-220-003-0-211	CRTHSE PK LOT- HEALTH INSURANCE	30.00
7-1100-419-40-220-003-0-212	CRTHSE PK LOT- LIFE INSURANCE	22.00
7-1100-419-40-220-003-0-220	CRTHSE PK LOT- FICA	10.00
7-1100-419-40-220-003-0-230	CRTHSE PK LOT- RETIREMENT	43.00
7-1100-419-40-220-003-0-250	CRTHSE PK LOT-UNEMPLOYMENT COMP	4.00
7-1100-419-40-220-003-0-260	CRTHSE PK LOT-WORKERS COMP	55.00
	TOTAL BUDGET INCREASE (DECREASE)	\$0.00

REASON: INTERDEPARTMENTAL TO FUND NEGATIVE BALANCE AND END OF YEAR EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-7217

12.L.

Salaries and fringes

CC REGULAR

Date: 12/26/2007

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: County Judges Office

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration to County Judges Office (1100) in the amount of \$8,636.00.

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:

From 7-1100-415-00-115-002-0-899 (CO WIDE ADM-CONTINGENCY) to object codes 211, 212, 220, & 230 in account 7-1100-413-00-110-006-0-XXX (CO JUDGE) in the amounts of \$7,710.00, \$119.00, \$279.00, and \$528.00 (respectively). Available balance in Contingency is \$229,361.51 as of 12/21/2007. RC

Attachments

Link: 2007 -
Interdepartmental for Co.
Judge's Office

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2007 10:40 AM	APRV
2	Dale Kennan	Dale Kennan	12/21/2007 11:32 AM	APRV
3	Auditor's Office		12/21/2007 03:48 PM	NEW
Form Started By: Rosie Cantu			Started On: 12/21/2007 10:07 AM	
Final Approval Date: 12/21/2007				

BUDGET INTERDEPARTMENTAL TRANSFER

DATE: December 20, 2008

AI-7217

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COUNTY JUDGES OFFICE

ACCOUNT NUMBER: 7-1100-41X-00-11X-00X-0-XXX

CONTACT PERSON: ROSIE CANTU TELEPHONE NO. (956) 292-7025

SUBJECT: Interdepartmental Transfer/s

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.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(8,636.00)
TO		
7-1100-413-00-110-006-0-211	CO JUDGE- HEALTH INSURANCE	7,710.00
7-1100-413-00-110-006-0-212	CO JUDGE- LIFE INSURANCE	119.00
7-1100-413-00-110-006-0-220	CO JUDGE- FICA	279.00
7-1100-413-00-110-006-0-230	CO JUDGE- RETIREMENT	528.00
TOTAL BUDGET INCREASE (DECREASE)		\$0.00

REASON: INTERDEPARTMENTAL TO FUND NEGATIVE BALANCE AND END OF YEAR EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-7200

12.M.

Interfund Transfer

CC REGULAR

Date: 12/26/2007

Submitted By: Veronica Lopez, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Pct. 1 P/U Rd- Pipes to Pct. 1 Rd Adm.- Telephone (1201) in the amount of \$1,500.00.

BACKGROUND

Transfer needed for telephone service.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1201-431-00-121-004-0-531

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1201-431-00-121-005-0-674 --> 7-1201-431-00-121-004-0-531 \$1,500.00

Available balance as of 12/20/07 \$3,022.80

Attachments

Link: [AI- 7200](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/20/2007 01:27 PM	APRV
2	Erika Reyna	Erika Reyna	12/20/2007 03:26 PM	APRV
3	Auditor's Office		12/21/2007 03:48 PM	NEW
Form Started By: Veronica Lopez			Started On: 12/20/2007 09:57 AM	
Final Approval Date: 12/21/2007				

DATE: December 20, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management

ACCOUNT NUMBER: 7-1201-431-00-121-00X-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1201-431-00-121-005-0- 674	Pct. 1 P/U RD- Pipes	(1,500.00)
TO		
7-1201-431-00-121-004-0- 531	Pct. 1 RD ADM- Telephone	1,500.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Interdepartmental Transfer from Pct. 1 P/U RD- Pipes to Pct. 1 RD ADM- Telephone
(1201) for telephone service.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-7228

12.N.

2007 interdept for Constable Pct 4 (1100)

CC REGULAR

Date: 12/26/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Constable Pct 4

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration to Constable Pct 4 (1100) in the amount \$8.25.

BACKGROUND

Fiscal Impact

Attachments

Link: 2007 interdept for
Constable Pct 4 (1100)

Form Routing/Status

Form Started By: Dale
Kennan

Started On: 12/21/2007 03:39
PM

Final Approval Date: 12/21/2007

ATTEST COUNTY CLERK

AI-7215

13.D.

Settlement of Anna E. Fuentes

CC REGULAR

Date: 12/26/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Claim of Anna E. Fuentes

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2007 10:17 AM	APRV
2	Auditor's Office		12/21/2007 03:48 PM	NEW
Form Started By: Norma Silva			Started On: 12/21/2007 09:57 AM	
Final Approval Date: 12/21/2007				

AI-7216

14.D.

Claim of Anna E. Fuentes

CC REGULAR

Date: 12/26/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Claim of Anna E. Fuentes

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2007 10:17 AM	APRV
2	Auditor's Office		12/21/2007 03:48 PM	NEW
Form Started By: Norma Silva			Started On: 12/21/2007 10:01 AM	
Final Approval Date: 12/21/2007				
