AI-7615 **7.A.**

Community Service Agency

CC REGULAR

Date:	01/30/2008
Submitted By:	Maribel Navarro, COMMUNITY SERVICE AGENCY
Submitted For:	Maribel Navarro
Department:	COMMUNITY SERVICE AGENCY
Agenda Area:	Community Service Agency

Information

CAPTION

1. TDHCA is requiring authorization for signature to complete the HB 1196 Agreement prior to the initiation of all contracts such as, the Community Service Block Grant YR 2008 and the Comprehensive Energy Assistance Program YR 2008.
2. Discussion, consideration, and approval of the CPL Retail Energy, LP Neighbor-to-Neighbor Program Agreement for YR 2008.

BACKGROUND

1. HB 1196 Agreement is in response to Title 8 U.S.C. Section 1324a(a) "Unlawful Employment of Aliens", The 80th Legislature passed HB 1196 addressing the unlawful employment of unauthorized aliens. The state agency and subrecipients must assure compliance. TDHCA General Information Action Item 32008-11.11 Amendment 1 requires said action.

2. The Neigbor to Neighbor Program, a program initiated by CPL, LP to provide resources to CSA thru donoted money by their customers and then matched by CPL. It is intended to help needy people with energy crisis and shall be coordinated with the CEAP(LIHEAP) program.

Fiscal Impact

Attachments

Link: TDHCA for CSA

Link: CPL for CSA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/23/2008 03:18 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/24/2008 07:39 AM	APRV
3	Auditor's Office	Linda Fong	01/24/2008 04:22 PM	APRV
4	Purchasing Department	Marty Salazar	01/25/2008 11:34 AM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 11:52 AM	APRV

Form Started By: Maribel Navarro — Started On: 01/23/2008 11:23 AM

Final Approval Date: 01/25/2008

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Rick Perry
GOVERNOR

Michael Gerber
EXECUTIVE DIRECTOR

BOARD MEMBERS
Elizabeth Anderson, *Chair*
Shadrick Bogany
C. Kent Conine
Sonny Flores
Gloria Ray
Norberto Salinas

General Information Action Item #2008-11.11 Amendment 1

TO: CSBG, ESGP, CEAP, WAP Subrecipients

FROM: Amy M. Oehler, Acting Director AMO
Community Affairs Division

DATE: January 16, 2008

SUBJ/TITLE: Program General/HB 1196 Agreement

BACKGROUND

In response to Title 8 U.S.C. Section 1324a(a) "Unlawful Employment of Aliens", the 80th Texas Legislature passed House Bill 1196 addressing the unlawful employment of unauthorized aliens. Legislation requires state agencies to include in all applications for funding, a statement of agreement, wherein the applicant certifies that their agency or organization does not and will not knowingly employ an undocumented worker. Subrecipients must also agree to repay the amount of the public subsidy with interest if they violate Title 8 U.S.C. 1324a(a). As part of implementing a contract, **the Department is requiring a completed agreement prior to the initiation of contract activities.**

ACTION REQUIRED

Please **complete** the attached **HB 1196 Agreement** for Program Year 2008 by reviewing and signing the attached agreement. The form may be faxed to (512) 475-3539 to the attention of Sylvia Mallinger. Upon TDHCA's receipt of the HB 1196 Agreement, the Department will sign and return an executed copy for your agency's records.

General Information Action Item #2008-11.11 was only addressed to CEAP Subrecipients. CEAP Subrecipients that do not administer WAP or CSBG programs and have already provided a signed Agreement do not need to resubmit this form. CEAP Subrecipients also administering WAP, CSBG and/or ESGP must resubmit an agreement to include all programs.

EFFECTIVE DATE

Upon receipt.

INQUIRIES

If you have any questions, please contact your assigned Program Officer.

Attachment
P:\acarvaja\CSBGIAI2008-11.11.doc

Texas Department of Housing and Community Affairs
HB 1196 (80th Legislature) Agreement
Program Year 2008

The Texas Department of Housing and Community Affairs, an agency of the State of Texas ("Department"), and _____, a _____ ("Applicant") are the parties to this agreement ("Parties").

Whereas Applicant desires to be awarded a contract with the Department to provide CEAP, WAP, CSBG or ESGP program services for the 2008 Program Year, and

Whereas HB 1196 (80th Reg. Session) requires the Parties to enter into an agreement for the repayment of any public subsidy under certain conditions,

Now Therefore, the Parties agree as follows:

1. Applicant agrees that if Applicant, or a branch, division, or department of Applicant is convicted of a violation under Title 8 U.S.C. Section 1324a(a), Applicant shall repay the amount of the public subsidy with interest, at the rate of 5% per annum, not later than the 120th day after the date the Department notifies Applicant of the violation.

2. Applicant is entering into this agreement prior to receiving any 2008 Program Year funding from the Department.

3. Applicant acknowledges that entering this agreement does not constitute an award by the Governing Board of the Department ("Board") of any funding, nor a guarantee that Applicant will be granted any funds by the Board with respect to the 2008 Program Year.

4. The person signing this agreement on behalf of Applicant hereby certifies that he/she has been duly authorized by Applicant to bind the Applicant to the terms herein.

Applicant: Date: _____

By: _____ _____
Signature J.D. Salinas Title Hidalgo County Judge

Texas Department of Housing and Community Affairs:

By: _____ Date: _____
Amy M. Oehler, Acting Director
Community Affairs Division

CPL RETAIL ENERGY, LP and
WTU RETAIL ENERGY, LP and
DIRECT ENERGY, LP
NEIGHBOR-TO-NEIGHBOR PROGRAM AGREEMENT
FOR ELECTRIC HOME ENERGY ASSISTANCE

THIS AGREEMENT IS BY AND BETWEEN CPL Retail Energy, LP ("CPL Retail Energy") and/or WTU Retail Energy, LP ("WTU Retail Energy") and/or Direct Energy, LP ("Direct Energy"), three retail electric providers (together the "REPs") and Hidalgo County Community Action Services an established social service agency under Section 501(c)(3) of the United States Internal Revenue Code ("The Administering Agency") (all together "the Parties").

Purpose of Agreement:

Under this Agreement the Administering Agency and the competitive retailers shall implement the program known as "Neighbor-to-Neighbor," under which the competitive retailers will provide funding in their respective areas of operation to be used by the agencies listed on the attached Exhibit A for payment of the Electric Home Energy Expenses, as defined below, of needy people experiencing an energy emergency or crisis. The Parties, in consideration of the promises and commitments found herein, agree as follows:

I. Program Established

A. The Neighbor-to-Neighbor Program (hereinafter referred to as the "Program") is hereby intended to help needy people experiencing an energy emergency or crisis pay their Electric Home Energy Expenses. The REPs shall supply funding for the program in their respective areas of operation as described in Article II herein. The Administering Agency shall, subject to the terms of this Agreement, utilize these funds to aid needy people in paying their Electric Home Energy Expenses and shall coordinate the Program with the Low Income Home Energy Assistance Program (LIHEAP). A list of

administering agencies and funding levels is attached as Exhibit A. Exhibit A, provided by the Texas Department of Housing and Community Affairs (TDHCA) Energy Assistance Section, is based on funding formulas used for its low-income energy assistance programs and may be amended annually when population and poverty data used by TDHCA change.

B. "Electric Home Energy Expenses" shall mean any debt incurred by the Recipient for electric energy consumed in the lighting, appliance usage and cooling/heating of the primary residence of the Recipient.

II. Program Funding

A. The REPs shall provide annual funding for the Program pursuant to the following terms:

1. The funding amount shall be determined annually at the REP's sole discretion, with funds allocated to the administering agencies in two bi-annual disbursements. The first disbursement shall occur no later than January 30th of each calendar year and the second disbursement shall occur no later than June 30th of each calendar year.

III. Recipients

A. A Recipient is any individual who receives assistance as contemplated by this Agreement. There can be only one Recipient for each household. In order to qualify as a Recipient, an individual must meet all of the following conditions at the time he or she receives this assistance.

1. The individual must be receiving residential electric service from CPL Retail Energy, WTU Retail Energy or Direct Energy LP at the residence from which the subject Electric Home Energy Expenses arise.
2. The individual must reside at the service address and be responsible for the Electric Home Energy Expenses to be paid.
3. The individual must meet the income eligibility criteria established for the Comprehensive Energy Assistance Program (CEAP) funded by LIHEAP.

B. The Administering Agency shall select Recipients from those qualifying individuals seeking assistance in its sole discretion, but the REPs may, from time to time, refer special cases for consideration for assistance from the Program. The Administering Agency shall give due consideration to any referred special cases, but shall nonetheless retain the ultimate authority in selecting Recipients.

IV. Use of Funds

A. All funds forwarded to the Administering Agency, subject to the administrative fee discussed in Article VII, shall be used by the Administering Agency in accordance with this Agreement to help Recipients pay their Electric Home Energy Expenses.

B. No Program funds may be used for utility deposits.

C. A Recipient can receive assistance from the Program no more than twice in any calendar year, with no more than $200 of assistance provided in any one month for any Recipient. Assistance provided may not exceed the actual Electric Home Energy Expenses due at the time Assistance is provided.

D. Except to the extent specified in this Agreement, the REPs shall have no power or authority to direct the Administering Agency in the management or control of the Program.

V. Reports

The Administering Agency shall submit to each REP monthly reports, reflecting the total receipts and disbursements of Program funds, the identity, location and address of each person helped by the Program, and the amount of assistance received. The Administering Agency shall submit each monthly report to CPL Retail Energy, WTU Retail Energy or Direct Energy, L.P., as appropriate, within 15 calendar days of the end of the month being reported. Such information and reports shall be available for audit verification by the REPs or their designated agents, at their individual expense. The Administering Agency agrees to maintain all records necessary to permit the REPs to verify the accuracy of such reports and information for a minimum of two years. The Administering Agency's obligation hereunder shall survive termination of this Agreement.

VI. Term of Agreement

A. This Agreement shall become effective on January 1st, 2008, and shall continue in effect for an initial term through December 31st, 2008, and shall be renewed annually each January and will require signatures of both parties. The Administering Agency may terminate this Agreement at anytime by delivering written notice of termination to the REPs at least thirty (30) days prior to the effective date of termination. The REPs may terminate this Agreement with the consent of the Administering Agency or for failure of the Administering Agency to meet the terms and conditions of this Agreement, by delivering written notice of termination to the Administering Agency at least thirty (30) days prior to the effective date of termination.

B. Upon termination of this Agreement, the Administering Agency agrees to return, within sixty calendar days, any balance of funds in the Program to the REPs for distribution.

VII. Administrative Fees

A. The administrative fee retained by the Administering Agency is intended to cover only Program costs. Program costs include costs directly related to Program outreach, application processing, accounting, reporting and other Program activities. To defray the cost of the Administering Agency's duties and responsibilities for outreach, application processing, accounting, reporting and other related program administration activities, the Administering Agency shall be entitled to retain up to 10% of the total annual funding provided under this Agreement.

VIII. Contractor Performance

A. The Administering Agency shall, on an equitable basis throughout its service area, disburse funds for the Program. The Administering Agency shall operate the Program consistent with this Agreement in conformance with applicable accounting and reporting standards.

B. The Administering Agency agrees to use diligent, good faith efforts to fully distribute all funds less the administrative fee for the benefit of Recipient households on an annual basis.

C. The failure of the Administering Agency to distribute at least 85% of the total available funds for a given calendar year shall entitle the REPs to terminate this Agreement in the manner set forth below:

1. The REPs will suspend annual funding from agencies that fail to distribute at least 85% of the total available funds in a given calendar year.

2. Agencies with suspended funding will undergo a probation period of 6 months (or until the next allocation of funds), after which the Committee will evaluate its progress and determine its eligibility for additional funds.

3. Agencies that have not utilized at least 85% of their funds in a given calendar year will have their annual funding suspended and be required to return the remaining balance to the REPs within sixty calendar days.

IX. Miscellaneous

A. Any notices to be given by either Party shall be in writing and shall be sent by certified or registered mail. Addresses for notice are as follows:

The REP	Administering Agency
Mr. Robert Frank VP Government & Regulatory Affairs CPL Retail Energy, LP WTU Retail Energy, LP Direct Energy, LP 221 West 6th Street, Ste. 2030 Austin, Texas 78701 Attention: Neighbor-to-Neighbor Program	Hidalgo County Community Action Services _____ _____ Attention: Neighbor-to-Neighbor Program

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. This Agreement can be modified or amended only by an agreement in writing executed by the authorized representatives of all Parties.

D. This Agreement will supersede and replace any previous agreements between the Parties related to the Program.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers of this _____ day of _____, 20 ____.

ADMINISTERING AGENCY

By: _____

Name: _____

Title: _____

CPL RETAIL ENERGY, LP

By: Centrica Holdco, Inc., its general partner

Signature: _____

Name: Robert J. Frank

Titles: Vice President

Government & Regulatory Affairs

WTU RETAIL ENERGY, LP

By: Centrica Holdco, Inc., its general partner

Signature: _____

Name: Robert J. Frank

Titles: Vice President,

Government & Regulatory Affairs

DIRECT ENERGY, LP

By: Direct Energy GP, Inc.

Signature: _____

Name: Robert J. Frank

Titles: Vice President,

Government & Regulatory Affairs

Exhibit A

List of Administering Agencies and Funding Levels
For the Neighbor to Neighbor 2008 Program Year

CPL Retail Energy

Agency Name and City Headquarters	% Allocation of Service Area NTN Funding
Bee Community Action (Beeville)	02.10
Cameron & Willacy Counties Community Projects, Inc. (Brownsville)	13.90
Combined Community Action Inc. (Giddings)	00.50
Community Action Committee of Victoria Texas (Victoria)	03.40
Community Action Corporation of South Texas (Alice)	02.69
Community Action Council of South Texas (Rio Grande City)	10.12
Community Council of South Central Texas, Inc. (Seguin)	03.18
Community Council of Southwest Texas, Inc. (Uvalde)	05.60
Community Services Agency of South Texas (Carrizo Springs)	04.85
Economic Action Committee of the Gulf Coast (Bay City)	01.48
Galveston County Community Action Council, Inc. (Galveston)	00.54
Hidalgo County Community Services Agency (Edinburg)	26.87
Kleberg County Human Services (Kingsville)	01.70
Nueces County Community Action Agency (Corpus Christi)	12.55
Webb County Community Action Agency (Laredo)	10.51
Total	100.0

Agency Name and City Headquarters	% Allocation of Service Area NTN Funding
Big Bend Community Action Committee, Inc. (Marfa)	9.64%
Caprock Community Action Association, Inc. (Crosbyton)	1.64%
Central Texas Opportunities, Inc (Coleman)	10.06%
Community Action Program, Inc. (Abilene)	27.68%
Community Council of Reeves County (Pecos)	0.61%
Concho Valley Community Action Agency	8.79%
Panhandle Community Services (Amarillo)	8.60%
Pecos County Community Action Agency (Fort Stockton)	0.91%
Rolling Plains Management Corporation (Crowell)	7.07%
San Angelo -Tom Green County Health Department (San Angelo)	24.02%
West Texas Opportunities (Lamesa)	0.99%
Total	100.0

AI-7657 **8.A.**

Professional Engineering Edcouch
CC REGULAR

Date: 01/30/2008
Submitted By: Hilda Bazan, URBAN COUNTY
Submitted For: Hilda Bazan
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program from Program Year 20 (2007) for a Street Improvements Project in the City of Edcouch.

2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Edcouch) for the purposes of ranking by CC in connection with an Urban County Program Year 20 (2007) Street Improvements project in the City of Edcouch.

3. Authority to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of Edcouch Street Improvements project.

BACKGROUND

The City of Edcouch has graded three engineering firms from the County's approved "pool" J.E. Saenz & Associates, Guzman & Munoz Engineering and Surveying, Inc. and R. Gutierrez Engineering Corporation were rated for the 2007 Street Improvements project to engineer the reconstruction and/or overlay of Southern Avenue and Robert Street. See attached scoring grid for your review.

Fiscal Impact

Attachments

Link: Professional Engineering Edcouch

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2008 08:33 AM	APRV
2	Ivan Cantu	Ivan Cantu	01/24/2008 10:13 AM	APRV
3	Auditor's Office	Linda Fong	01/24/2008 05:04 PM	APRV
4	Purchasing Department	Marty Salazar	01/25/2008 02:08 PM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 02:13 PM	APRV

Form Started By: Hilda Bazan

Started On: 01/23/2008 05:12 PM

Final Approval Date: 01/25/2008

City of Edcouch

JOSE "CALIN" GUZMAN, Mayor
JESUS M. BORREGO, Mayor Pro-Temp
MARIA SALAZAR DE LA CRUZ, Alderwoman - Pl. 1
ENRIQUE H. MARTINEZ, Alderman - Pl. 2
ROMELIO GARCIA, Alderman - Pl. 3
GUADALUPE O. GARCIA, Alderwoman - Pl. 4
ERNESTO AYALA, JR., City Administrator

January 17, 2008

Linda Sandoval, UC Coordinator
Hidalgo Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Street Improvements Year 20

Dear Ms. Sandoval:

At this time, the City of Edcouch is respectfully requesting to be placed on the agenda for Commissioners Count regarding Street Improvement Year 20.

If you have any questions please feel free to contact me at (956) 262-2140.

Respectfully,

Veronica Montoya
C. D. B. G. Clerk

JAN 17 2008

211 Southern Street ★ P.O. Box 100 ★ Edcouch, TX 78538
(956) 262-2140 ★ FAX (956) 262-2920

City of Edcouch

JOSE "CALIN" GUZMAN, Mayor
JESUS M. BORREGO, Mayor Pro-Temp
MARIA SALAZAR DE LA CRUZ, Alderwoman - Pl. 1
ENRIQUE H. MARTINEZ, Alderman - Pl. 2
ROJELIO GARCIA, Alderman - Pl. 3
GUADALUPE O. GARCIA, Alderwoman - Pl. 4
ERNESTO AYALA, JR., City Administrator

January 17, 2008

To Whom It May Concern:

As required, I am sending you a complete and certified excerpt from the minutes of January 15, 2008, a Regular Meeting of the Board of Aldermen of the City of Edcouch, 7:00 P.M.

ITEM XI. NEW BUSINESS

ITEM F. Consideration and action, if any, on selecting an engineer for Street Improvements Year 20.

A motion to approve J.E.Saenz & Associates, Inc. for Street Improvements Year 20 was made by Commissioner Guadalupe O. Garcia, seconded by Mayor Pro-Temp Jesus M. Borrego. Motion carried.

I, Veronica Montoya, City Secretary, certify that this is a complete and correct excerpt of the minutes of January 15, 2008.

Veronica Montoya 1/17/08
Veronica Montoya Date
City Secretary

17 2008

211 Southern Street ★ P.O. Box 100 ★ Edcouch, TX 78538
(956) 262-2140 ★ FAX (956) 262-2920

City of Edcouch

Engineering Services

2007 Street Improvements

Grading Grid

CRITERIA	J.E. Saenz & Associates			R. Gutierrez Engineers			Guzman & Munoz Engineering & Surveying		
	Grader 1	Grader 2		Grader 1	Grader 2		Grader 1	Grader 2	
Experience	20	25		19	24		17	25	
Methodology	17	17		17	16		17	15	
Staffing / Capacity to Perform	18	19		18	19		16	18	
Understanding the Project	21	23		15	24		17	18	
Familiarity with Applicable Rules and Regulations	9	10		8	9		8	10	
TOTALS	85	94		77	92		75	86	
AVERAGES	89.5%	89.5%		84.5%	84.5%		80.5%	80.5%	

#1	Rated	J.E. Saenz & Associates	89.5%
#2	Rated	R. Gutierrez Engineers	84.5%
#3	Rated	Guzman & Munoz Engineering & Surveying	80.5%

AI-7572 **9.A.**

Substance Abuse Facility in Edinburg
CC REGULAR

Date: 01/30/2008
Submitted By: Brenda Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Update on Substance Abuse Facility in Edinburg.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/18/2008 08:43 AM	APRV
2	Auditor's Office	Linda Fong	01/24/2008 04:23 PM	APRV
3	Purchasing Department	Marty Salazar	01/25/2008 11:10 AM	APRV
4	Court Administrator	Monica Badillo	01/25/2008 11:23 AM	APRV
Form Started By: Brenda Garza			Started On: 01/17/2008 05:04 PM	
Final Approval Date: 01/25/2008				

AI-7626 **9.B.**

County Judge's Office

CC REGULAR

Date:	01/30/2008
Submitted By:	Sandra De Leon, COUNTY JUDGE
Submitted For:	Raul Lozano
Department:	COUNTY JUDGE
Agenda Area:	County Judge's Office

Information

CAPTION

Authorization of County of Hidalgo Park Master Plan - Five Year Plan

BACKGROUND

A copy of the grid will be provided at Commissioner's Court.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/23/2008 03:20 PM	APRV
2	Dale Kennan	Dale Kennan	01/23/2008 03:58 PM	APRV
3	Auditor's Office	Linda Fong	01/24/2008 04:23 PM	APRV
4	Purchasing Department	Marty Salazar	01/25/2008 11:43 AM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 11:52 AM	APRV
Form Started By: Sandra De Leon			Started On: 01/23/2008 02:01 PM	
Final Approval Date: 01/25/2008				

AI-7638 **10.A.**

Planning Department

CC REGULAR

Date:	01/30/2008
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Area:	Planning Department

Information

CAPTION

1. Preliminary Approval:
   a. Wynn Ranches Subdivision Pct. 4 (Richard Garza)
   b. Lerma Subdivision Pct. 1 (Francisco Lerma)
   c. Tierra Bendita Expressway Heights Subdivision Pct. 1 (Kyle Bennett)
   d. Ellis No. 5 Subdivision Pct. 3 (Gary Burch)
   e. Frank s Subdivision Pct. 2 (Frank Sepulveda)

2. Final Approval:
   a. Salida Del Sol Estates Phase 5 Pct. 3 (Mario Flores)
   b. La Joya ISD High School No. 4 Pct. 3 (Dr. Alda Benavides)

BACKGROUND

Fiscal Impact

Attachments

Link: Wynn Ranches - Preliminary
Link: Wynn Ranches;Plat
Link: Lerma Subdivision - Preliminary
Link: Lerma;plat
Link: Tierra Bendita Expwy Heights - Preliminary
Link: Tierra Bendita;Plat
Link: Ellis No. 5 - Preliminary
Link: Ellis No. 5;Plat
Link: Frank's Subdivision - Preliminary
Link: Frank's Subd;Plat
Link: Salida Del Sol No. 5 - Final
Link: Salida Del Sol 5;Plat
Link: La Joya ISD No. 4 - Final
Link: La Joya ISD No. 4;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2008 08:13 AM	APRV
2	Rey Salazar	Rey Salazar	01/24/2008 11:38 AM	APRV
3	Auditor's Office	Linda Fong	01/24/2008 04:24 PM	APRV
4	Purchasing Department	Marty Salazar	01/25/2008 11:44 AM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 11:52 AM	APRV

Form Started By: Nora Cavazos Started On: 01/23/2008 03:11 PM

Final Approval Date: 01/25/2008

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: January 23, 2008

RE: **Wynn Ranches Subdivision – Pct. 4**
Preliminary Approval

Wynn Ranches Subdivision is a twenty five (25) lot subdivision located North of Alberta Road approximately 1368 feet West of Valverde Road.

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

The Drainage Report was submitted to, reviewed and comments. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

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

Sanitary Services will be provided by OSSF.

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

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

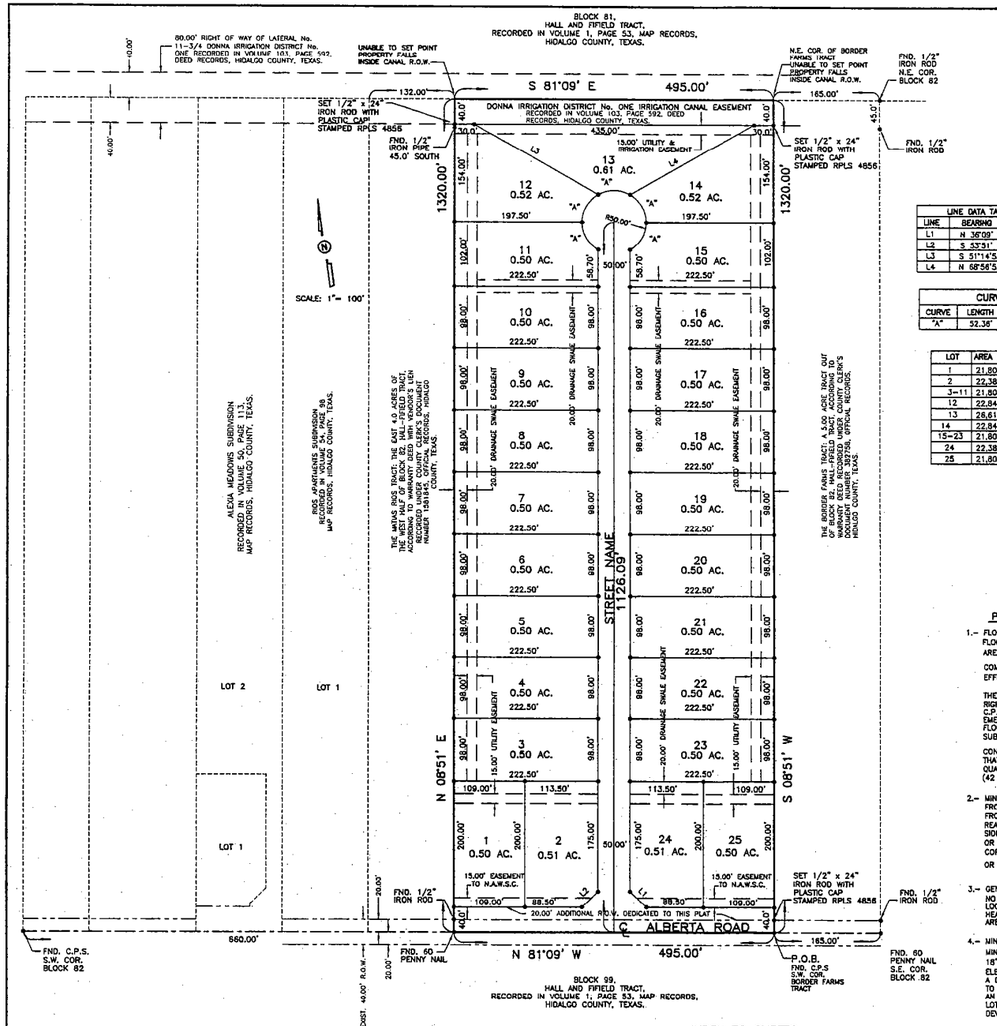
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **January 22, 2008** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW

Name of Subdivision: **Wynn Ranches 1st Review** **Page** 1 of 1

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

Item Log #	Description of Item	Date	Logger's Initials
A	**1ST SHEET COMMENTS:** Provide street name and length. Submit a set of plans to 911 dept to verify street name and to USPS post Master.	09-17-07	JRT
B	Provide Topography contours.	"	"
C	Show west adjoiners "Rios Apartment Subd" and the remanding a acres of the Matias Rios tract.	"	"
D	PLAT NOTES: 5} complete this note and provide a 2nd BM set on concrete w/ disk. 6} provide total cubic feet and acres feet for the total detention calculation. 8} please include multifamily use on item "A" 14} Please complete this note with the correct wording. 15} this note does not apply to this subdivision. *Please add the fallowing plat notes:* *Lots __ and __ shall not have access/driveway onto _____ Road unless said lots are designated for commercial use.*	"	"
E	METES & BOUNDS: Label P.O.B. on drawing and provide a monument for the 2nd and 3rd call out as described on metes and bounds.	"	"
F	**2ND SHEET COMMENTS:** Provide HCROW dept. water line crossing permits for Alberta Road.	"	"
G	Provide notary public certificate acknowledgment on subdivider certificate and statement.	"	"
H	As per the water and sewage engineering report, please provide all amounts prior to final original mylar review.	"	"
I	**3RD SHEET COMMENTS:** Provide topography elevation, contours, natural water flow arrows, street grading top curb elevation and extend topo elevation at 500 feet.	"	"
J	Provide NOI application and ROW approval.	"	"
K	Provide approval drainage report from HCDD#1.	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		



LINE DATA TABLE		
LINE	BEARING	LENGTH
L1	N 36°09' W	35.36'
L2	S 53°51' W	35.36'
L3	S 51°14'55" E	222.06'
L4	N 68°56'55" E	222.06'

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
"A"	52.36'	50.00'	60°00'00"

LOT	AREA (S.F.)	AREA (AC.)
1	21,800.00	0.50
2	22,387.50	0.51
3-11	21,805.00	0.50
12	22,842.52	0.52
13	28,617.98	0.61
14	22,842.52	0.52
15-23	21,805.00	0.50
24	22,387.50	0.51
25	21,800.00	0.50

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING. (NO SHADING).

COMMUNITY–PANEL No. 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN. C.P.N. 480334 0425 C, EFFECTIVE DATE: NOVEMBER 16, 1982, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMUM BUILDING SETBACK LINES:

FRONT	
FRONT ON ALBERTA RD.	
REAR	
SIDE	25.00 FEET
OR EASEMENT WHICHEVER IS GREATER	40.00 FEET
CORNER SIDE	15.00 FEET
	5.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES.	
	10.00 FEET

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

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

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

7.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

INDEX TO SHEETS

SHEET 1.– HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, ENGINEER'S CERTIFICATION, ATTESTATION; HIDALGO COUNTY JUDGE CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE; M.C.I.D. NO. 2 IRRIGATION DISTRICT AND HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, HIDALGO COUNTRY RIGHT OF WAY DEPT CERTIFICATE AND M.C.D.D. #1 CERTIFICATION, & REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) AND SUBDIVIDER CERTIFICATE'S STATEMENT.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

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

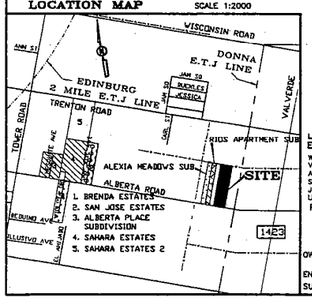
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

_____

LOCATION MAP

SCALE 1:2000



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

WYNN RANCHES SUBDIVISION, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTH SIDE OF ALBERTA ROAD AND ON THE EAST SIDE OF VAL–VERDE ROAD APPROXIMATELY 1.368 FEET WEST FROM SAID INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,848), WYNN RANCHES SUBDIVISION, LIES APPROXIMATELY 4.1 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO MILE EXTRA–TERRITORIAL JURISDICTION, AND IT IS NOT WITHIN THE CITYS 5 MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	OWNER, GARCO, LTD. BY: GARCO MANAGEMENT, LLC. BY: RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ	EDINBURG, TEXAS, 78540.	(956)383–6295	(956)381–9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (WYNN RANCHES SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

_____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR

_____
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (WYNN RANCHES SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR

_____
DATE

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

SHEET NO. 1 OF 3 SHEETS	FILENAME: F:\DATA\SUBDIVS\HIDALGO CO.\WYNN RANCHES SUBDIVISION\WYNN–PLAT			
	DATE PREPARED 1-3-08	PREPARED BY LQK	CHECKED BY	APPROVED BY
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SUBDIVISION PLAT OF:

WYNN RANCHES SUBDVISION

A 15.00 ACRE TRACT OF LAND OUT OF THE EAST 20.0 ACRES OF BLOCK 82, HALL FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 398681, AND WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 458137, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 15.00 ACRE TRACT OF LAND OUT OF THE EAST 20.0 ACRES OF BLOCK 82, HALL FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 398681, AND WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 458137, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF BLOCK 82 AND IN THE CENTERLINE OF ALBERTA ROAD FOR THE SOUTHWEST CORNER OF THE BORDER FARMS TRACT (A 5.0 ACRE TRACT OUT OF BLOCK 82, HALL FIFIELD TRACT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 382758, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°09'W, ALONG THE SOUTH LINE OF BLOCK 82 AND THE CENTERLINE OF ALBERTA ROAD, A DISTANCE OF 495.00 FEET TO A 60 PENNY NAIL FOUND FOR THE SOUTHEAST CORNER OF THE MATIAS RIOS TRACT (THE EAST 4.0 ACRES OF THE WEST HALF OF BLOCK 82, HALL FIFIELD TRACT, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1581845, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°51'E, ALONG THE EAST LINE OF THE MATIAS RIOS TRACT, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE NORTH LINE OF BLOCK 82 FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°09'E, ALONG THE NORTH LINE OF BLOCK 82, A DISTANCE OF 495.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE BORDER FARMS TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°51'W, ALONG THE WEST LINE OF THE BORDER FARMS TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALEXIA MEADOWS SUBDIVISION, RECORDED IN VOLUME 50, PAGE 113, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
4856
REGISTERED
PROFESSIONAL
LAND SURVEYOR
STATE OF TEXAS

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

1-3-08
DATE

8.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

OWNER,
GARCO, LTD.
BY: GARCO MANAGEMENT, LLC.
BY: RICHARD A. GARZA, PRESIDENT

10.– THE OWNER & SUBDIVIDER OF WYNN RANCHES SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

11.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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

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

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

15.– LOTS 2 & 24 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD UNLESS SAID LOTS ARE DESIGNATED FOR COMMERCIAL USE.

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

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

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, LLC. GENERAL PARTNER OF GARCO LTD., OWNER OF THE 15.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED WYNN RANCHES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE

OWNER,
GARCO, LTD.
BY: GARCO MANAGEMENT, LLC.
BY: RICHARD A. GARZA, PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, LLC. GENERAL PARTNER OF GARCO LTD., proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

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

_____
LILIA A. QUINTANILLA– NOTARY PUBLIC

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

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

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

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

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____, 20____.

_____

OWNER,
GARCO, LTD.
BY: GARCO MANAGEMENT, LLC.
BY: RICHARD A. GARZA, PRESIDENT

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

WE THE UNDERSIGNED CERTIFY that this plat of the WYNN RANCHES SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____, ____.

_____ _____
Hidalgo County Judge Date

ATTEST: _____ _____
Hidalgo County Clerk Date

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock _____ M.on _____, _____, and was recorded in Book _____ Sheet(s)_____ the Plat Records of Hidalgo County at _____ o'clock _____ M on _____, _____.

_____
Hidalgo County Clerk

This Plat is hereby approved by the HIDALGO COUNTY IRRIGATION DISTRICT #2 on this, the _____ day of _____ 20____.

No improvements of any kind (including without limitations, trees, fences, and buildings) shall be placed upon HIDALGO COUNTY IRRIGATION DISTRICT #2 rights of ways or easements.

_____ ATTEST:_____
President Secretary

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
95534
LICENSED
PROFESSIONAL
ENGINEER
STATE OF TEXAS

1-17-08

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: January 23, 2008

RE: **Lerma Subdivision – Pct. 1**
Preliminary Approval

Lerma Subdivision is a twelve (12) commercial lot subdivision located on the West side of FM 495, approximately ¾ mile South of Stites Road.

The proposed Subdivision lies within the City of Donna E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 08, 2007. The proposed subdivision lies within Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate forty (40) feet on FM 493 Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by the City of Donna.

Water Services will be provided by City of Donna. There is an existing twenty (20) inch waterline on FM 493 that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **January 22, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Lerma Estates 1st Review** Page 1 of 2

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date 01-17-08	Initials JRT
A	**1ST SHEET COMMENTS:** Provide street length for Julisa Ave and Isabel Ave. Also submit a set of plans to "911 detp" to verify street name.		
B	Provide a minimum 60 feet access easement for lots 1 though 6 fronting FM 493.		
C	Verify if there's an existing irrigation easement for irrigation line inside FM 493 and if so show on plat and provide recorded document number.		
D	Label center line of FM 493 and dimension total ROW from center line.		
E	Provide document number for proposed drainage easement for storm line pipe discharging to Donna Lateral – A irrigation dith.		
F	Delete all items that do not apply for commercial title "A" plat on the index to sheet description.		
G	*PLAT NOTES:* 2} minimum finish floor elevation is 18 inches above center line of street or 18 inches above natural ground whichever is greater. 4} show location of BM on drawing and provide a second BM within subdivision set on concrete with disk and elevation. 8} this note does not apply if all lots are for commercial and plat is being process in title "A" specification. 9} delete this note because is being repeated on No.11 (all public utilities easements) SEE ATTACHMENT FOR ADDITIONAL PLAT NOTES: o No access on to lots 1 through 6 from FM 493 o TxDOT Drive way entrance permits. o Clearance for water meter o General note for commercial o Drainage swale easement note o Purchased contract made between the subdivider.		
H	*METES AND BOUNDS:* Label all property corners with monument and correct bearing dimensions to coincide with drawing.		
I	**2ND SHEET COMMENTS:** Water and sewage engineering report and subdivider and statement are not required for commercial subdivision plat.		
J	Provide flange elevation for all proposed fire hydrant, and label size of existing sewer line running on FM 493.		
K	**3RD SHEET COMMENTS:** Pavement for cul-de-sac should be at 90 radius.		
L	Provide cross section detail for street section and discharge into existing ditch. Submit NOI and discharge permit.		
M	Verify flow elevation for street type "A" inlets because it a negative flow to discharge area. Show natural water flow for topography.		
N	Provide culvert with safety ends, total existing pavement width for FM 493 and label for contractor to re grade road side ditch.		
O	Submit a set of plans to HCROW, TxDOT, and USPS for their review prior to HC preliminary approval.		

LERMA ESTATES

A 10.00 ACRE TRACT OF LAND OUT OF BLOCK 126, LOTT TOWN AND IMPROVEMENT COMPANY SUBDIVISION, AS PER MAP RECORDED IN VOLUME 0, PAGES 56-57, MAP RECORDS, HIDALGO COUNTY, TEXAS.

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES: COMMERCIAL LOTS
   LOTS 1 THRU 6 — FRONT 75.0', SIDE 5.0', REAR 35.0', SIDE STREET 10.0'
   LOTS 7 THRU 12 — FRONT 70.0', SIDE 5.0', REAR 35.0', SIDE STREET 10.0'
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ● -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
4. BENCHMARK NOTE:
   THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   BENCH MARK ELEV. = 84.70' CONC. SLAB IN DISK AT THE SOUTHWEST CORNER OF THIS SUBDIVISION.
5. FLOOD ZONE DESIGNATION:
   FLOOD ZONE B - AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
   COMMUNITY-PANEL No. 480334 0450 C
   MAP REVISED: NOVEMBER 16, 1982
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 31929 CUBIC -FEET 0.7330 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE RUNOFF WILL BE CONVEYED BY A STORM SEWER SEWER DRAINAGE SYSTEM WITH PIPE SIZES RANGING FROM 18" TO 30" IN DIAMETER AND WILL BE DRAIN INTO A DRAIN DITCH DONNA LATERAL-A LOCATED 775.0 FEET NORTH OF THIS SUBDIVISION.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. THIS SUBDIVISION HAS A 15' WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE SOUTH SIDE OF EACH LOT.
10. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
12. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGRE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
13. NO FENCING OR STRUCTURES PERMITTED OVER ALLEYS, UTILITY EASEMENTS OR LOT LINES.
14. ALL UTILITY EASEMENTS, ALLEYS AND RIGHT-OF-WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER CITY REQUIREMENTS.

METES AND BOUNDS

A 10.00 ACRE TRACT OF LAND OUT OF BLOCK 126, LOTT AND TOWN AND IMPROVEMENT COMPANY SUBDIVISION, AS PER MAP RECORDED IN VOLUME 0, PAGES 56-57, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

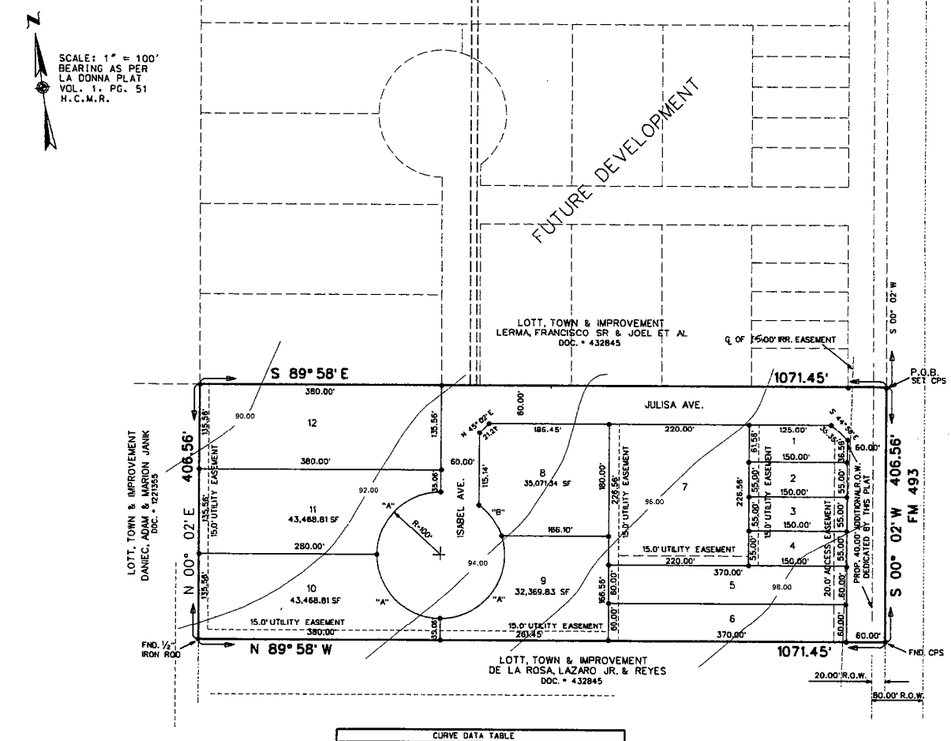
BEGINNING AT A COTTON PICKER SPINDLE SET ON THE EAST LINE OF BLOCK 126 AND WITHIN THE R.O.W. OF FM. 493, FOR THE NORTHEAST CORNER OF THIS TRACT, SAID COTTON PICKER SPINDLE BEASR S 00° 07' W, AND 773.37 FEET FROM THE NORTHEAST CORNER OF BLOCK 126,

THENCE, S 00° 07' W, ALONG THE EAST LINE OF BLOCK 126 AND WITHIN THE R.O.W. OF FM 493, A DISTANCE OF 406.56 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF THIST TRACT,

THENCE: N 89° 53' W, PASSING AT 60.00 FEET THE PROPOSED WEST R.O.W. LINE OF FM 493 A TOTAL DISTANCE OF 1071.45 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRCAT,

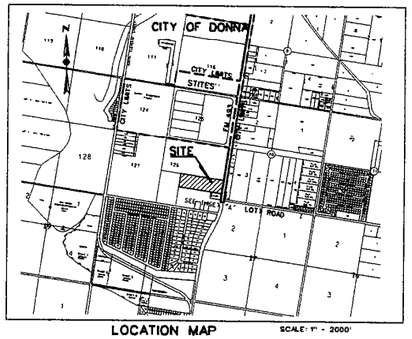
THENCE: N 00° 02' E, A DISTANCE OF 406.56 FEET TO A ½" IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT,

THENCE: S 89° 58' E, PASSING AT 1013.17 FEET A ½" IRON ROD SET FOR THE PROPOSED WEST R.O.W. LINE OF FM 493, A TOTAL DISTANCE OF 1073.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.



CURVE DATA TABLE					
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD
A	90°00'00"	100.00'	78.53'	50.00'	70.71'
B	35°35'18"	100.00'	62.11'	32.09'	61.11'

SCALE: 1" = 100'
BEARING AS PER LA DONNA PLAT VOL. 1, PG. 51 H.C.M.R.



LOCATION MAP SCALE: 1" = 2000'

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

LERMA ESTATES LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE SOUTHEAST SIDE OF HIDALGO COUNTY ON THE WEST SIDE OF FM 493 4,000.0 FEET SOUTH OF STITES ROAD. THE ONLY NEARBY MUNICIPALY IS THE CITY OF DONNA ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846 /2005 CENSUS). LERMA ESTATES LIES ADJECENT TO THE CITY LIMITS OF DONNA AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LERMA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2008.

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

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

HIDALGO COUNTY CLERK

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LERMA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARMENT ON _____, _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LERMA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____, _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	FRANCISCO LERMA SR.	2505 ROLANDO STREET	DONNA TEXAS 78537	(956)533-9461
ENGINEER:	INEZ B. GARZA JR.	100 E. FERGUSON	PHARR, TEXAS. 78577	(956) 533-9200
SURVEYOR:	WILLIAM A. WANGUM	4122 NORTH CONWAY	MISSION, TEXAS 78574	(956) 533-9200

DATE OF PREPARATION: OCTOBER 2007.

GARZA AND GARZA ENGINEERING
CONSULTING ENGINEERS
100 E. FERGUSON, PHARR TEXAS. 78577
Tel. 956-533-9200

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, FRANCISCO LERMA SR.
AS OWNER (S) OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LERMA ESTATES, HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: FRANCISCO LERMA SR. — DATE
2505 ROLANDO STREET
DONNA TEXAS 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANCISCO LERMA SR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF _____, 2008.

NOTARY PUBLIC, FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

GUADALUPE LUJAN
Notary Public
STATE OF TEXAS
My Com. Exp. 05-17-2009

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT No. 1

ON THIS THE _____ DAY OF _____, 20____.

ATTEST:

PRESIDENT — SECRETARY

CITY COUNCIL'S CERTIFICATION

THE PLAT OF LERMA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED IN THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED.

DATE THIS _____ DAY OF _____, 2008

ATTESTED: MAYOR: RICARDO MORALES — BY: CITY SECRETARY

PLANNING AND ZONING COMMISSION'S CERTIFICATION

THE PLAT OF LERMA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HERE APPROVED BY SUCH COMMISSION.

DATE THIS _____ DAY OF _____, 2008

ATTESTED: PLANNING BOARD CHAIR PERSON — BY: SECRETARY

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, WILLIAM A. WANGUM, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

WILLIAM A. WANGUM
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4353
4122 NORTH CONWAY
MISSION, TEXAS 78574

STATE OF TEXAS REGISTERED — WILLIAM A. WANGUM — 4353 — PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, INEZ B. GARZA JR, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

INEZ B. GARZA JR.
REG. PROFESSIONAL ENGINNER * 60824
100 E. FERGUSON
PHARR, TEXAS. 78577

STATE OF TEXAS REGISTERED — INEZ B. GARZA JR. — 60824 — PROFESSIONAL ENGINEER

SHEET 1 OF 3

INDEX TO SHEET OF LERMA ESTATES

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL CERTIFICATES: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.I.D. CERTIFICATION: IRRIGATION DISTRICT CERTIFICATE OF APPROVAL: CITY OF DONNA CERTIFICATION AND ATTEST: REVISION NOTES, ROW AND HEALTH DEPT. CERTIFICATIONS
SHEET 2	WATER DISTRIBUTION AND SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION): INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: January 23, 2008

RE: **Tierra Bendita Expressway Heights Subdivision – Pct. 1**
Preliminary Approval

Tierra Bendita is a six (6) commercial lot subdivision located on the North side of US Expressway 83, approximately, 157 feet West of Midway Road.

The proposed Subdivision lies within the City of Donna.

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

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

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

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

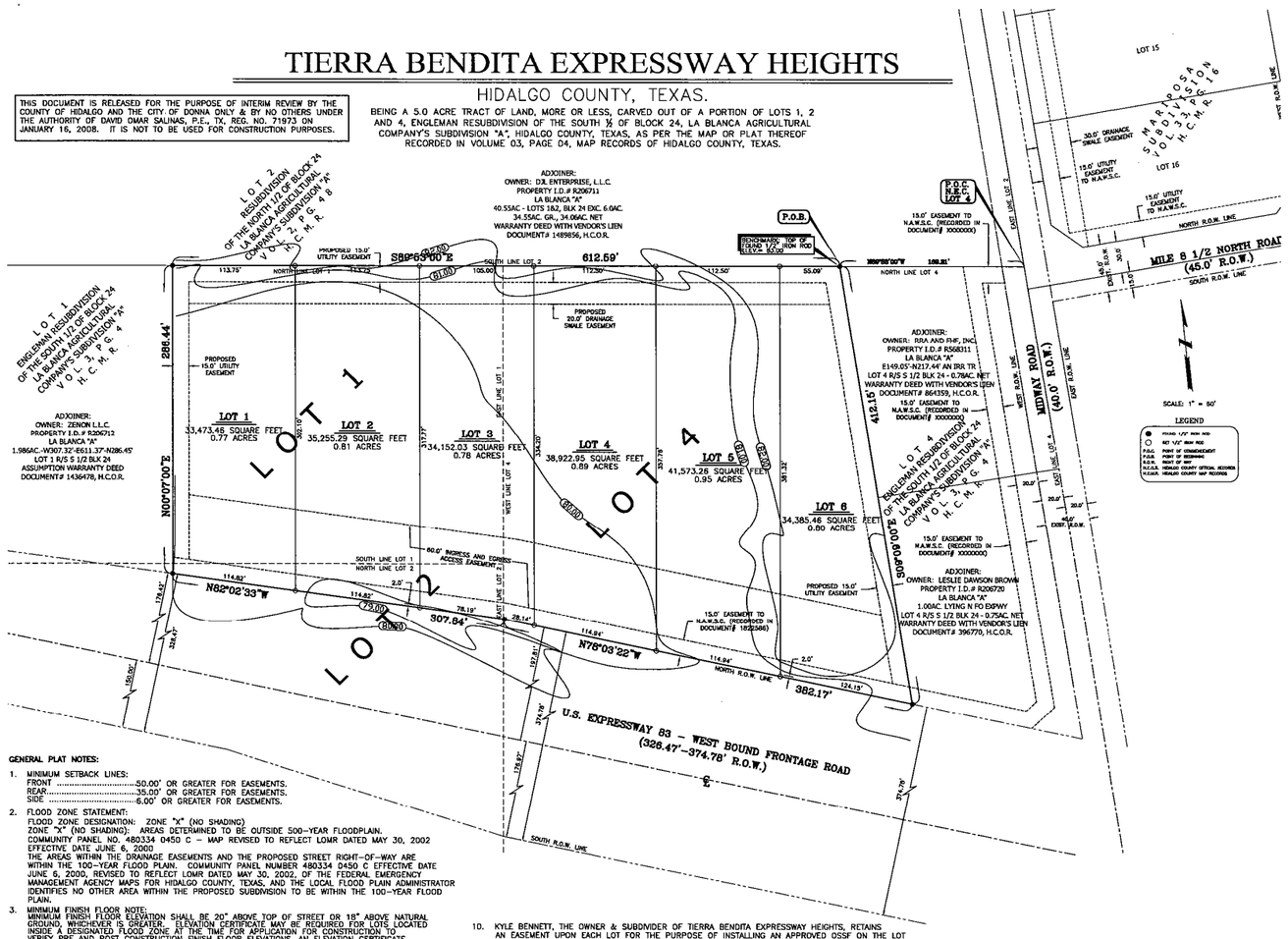
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **January 22, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

TIERRA BENDITA EXPRESSWAY HEIGHTS

HIDALGO COUNTY, TEXAS.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO AND THE CITY OF DONNA ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX, REG. NO. 71973 ON JANUARY 16, 2008. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

BEING A 5.0 ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF A PORTION OF LOTS 1, 2 AND 4, ENGLEMAN RESUBDIVISION OF THE SOUTH ½ OF BLOCK 24, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "A", HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 03, PAGE 04, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT .....50.00' OR GREATER FOR EASEMENTS.
   REAR.....35.00' OR GREATER FOR EASEMENTS.
   SIDE .....6.00' OR GREATER FOR EASEMENTS.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADING)
   ZONE "X" (NO SHADING): AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
   COMMUNITY PANEL NO. 480334 0450 C – MAP REVISED TO REFLECT LOMR DATED MAY 30, 2002 EFFECTIVE DATE JUNE 6, 2000
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0450 C EFFECTIVE DATE JUNE 6, 2000, REVISED TO REFLECT LOMR DATED MAY 30, 2002, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
3. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 20" ABOVE TOP OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 23,412.58 CUBIC-FEET OR 0.54 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON THIRD SHEET FOR DRAINAGE DETENTION.
5. ALL LOTS SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. ALL LOTS ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
6. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT, EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.
9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
   THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPERATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

TIERRA BENDITA EXPRESSWAY HEIGHTS, IS LOCATED ON THE NORTH SIDE OF U.S. EXPRESSWAY 83 AND APPROXIMATELY 157.57 FEET WEST FROM THE INTERSECTION WITH MIDWAY ROAD. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846). TIERRA BENDITA EXPRESSWAY HEIGHTS, DOES LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF DONNA. IT IS WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION OF DONNA UNDER LOCAL GOVERNMENT CODE 42.021 AND IS LOCATED WITHIN PRECINCT NO. 1.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	FAX
OWNER:	KYLE BENNETT	P.O. BOX 365	LA BLANCA, TEXAS 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

10. KYLE BENNETT, THE OWNER & SUBDIVIDER OF TIERRA BENDITA EXPRESSWAY HEIGHTS, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
11. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
13. BENCHMARK NOTE:
    THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
    B.M. NO. 1 – ELEV. 83.00. DESCRIPTION: BENCHMARK IS A 1/2 IRON ROD FOUND LOCATED ON THE NORTHEAST CORNER OF THIS SUBDIVISION, 169.21 FEET WEST, ALONG THE NORTH LINE OF LOT 4, FROM THE NORTHEAST CORNER OF LOT 4. 1927 NORTH AMERICAN DATUM.
14. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
15. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
17. DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.
18. TXDOT DRIVEWAY/ENTRANCE PERMITS ARE REQUIRED FOR THESE SUBDIVISION LOTS PRIOR TO CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO U.S. EXPRESSWAY 83. TXDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT AND/OR BUILDING PERMIT.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

RIGHT OF WAY EASEMENT:

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

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

_____
DEVELOPER

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), KYLE BENNETT, AS OWNER TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS **TIERRA BENDITA EXPRESSWAY HEIGHTS**, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREIN SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

_____ _____
OWNER: KYLE BENNETT DATE
P.O. BOX 365
LA BLANCA, TEXAS 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

OF _____, 2007.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
CITY OF DONNA

THE PLAT OF **TIERRA BENDITA EXPRESSWAY HEIGHTS** HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED THIS _____ DAY OF _____ 200____.

_____ _____
MAYOR DATE

STATE OF TEXAS
CITY OF DONNA

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
CHAIRPERSON, PLANNING AND ZONING COMMISSION DATE

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF **TIERRA BENDITA EXPRESSWAY HEIGHTS**, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT ON _____, 2007.

ATTEST: _____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____ M. ON _____, _____, AND WAS RECORDED IN BOOK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____M. ON _____, 2007.

_____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF TIERRA BENDITA EXPRESSWAY HEIGHTS WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, _____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF TIERRA BENDITA EXPRESSWAY HEIGHTS WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS TIERRA BENDITA EXPRESSWAY HEIGHTS, AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

STATE OF TEXAS · DAVID OMAR SALINAS · 71973 · REGISTERED · ENGINEERING · PROFESSIONAL

_____ _____
DAVID OMAR SALINAS, P.E. DATE
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION OF THE GROUND.

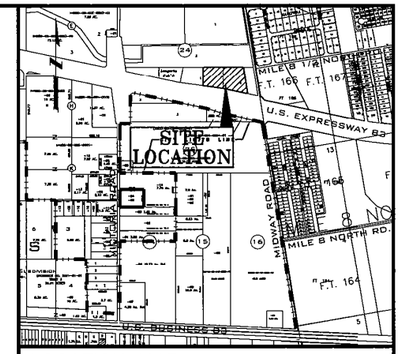
STATE OF TEXAS · DAVID O. SALINAS · 5782 · REGISTERED · PROFESSIONAL · LAND SURVEYOR

_____ _____
DAVID O. SALINAS, R.P.L.S. DATE
REG. PROFESSIONAL LAND SURVEYOR #5782

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

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

BY:_____ _____
DATE:



LOCATION MAP SCALE 1"=1000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE – MCALLEN, TEXAS 78501
JOB NUMBER: SP-07-21214
DATE OF SURVEY: OCTOBER 16, 2007
DATE PREPARED: JANUARY 16, 2008

PLAT SHEET 1 OF 2

METES AND BOUNDS DESCRIPTION

BEING A 5.0 ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF A PORTION OF LOTS 1, 2 AND 4, ENGLEMAN RESUBDIVISION OF THE SOUTH ½ OF BLOCK 24, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "A", HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 03, PAGE 04, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 5.0 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEAST CORNER OF SAID LOT 4 LOCATED IN THE CENTER OF MIDWAY ROAD; THENCE, AS FOLLOWS:

NORTH 89 DEGREES 53 MINUTES WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 169.21 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 09 DEGREES 08 MINUTES EAST, A DISTANCE OF 412.15 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83 WESTBOUND FRONTAGE ROAD FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 78 DEGREES 03 MINUTES 22 WEST, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EXPRESSWAY, A DISTANCE OF 382.17 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 4 AND THE EAST LINE OF SAID LOT 2 FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 82 DEGREES 02 MINUTES 33 SECONDS WEST, CONTINUING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EXPRESSWAY, A DISTANCE OF 307.84 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT:

(4) THENCE, NORTH 00 DEGREES 07 MINUTES EAST, A DISTANCE OF 286.44 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, SOUTH 89 DEGREES 53 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 612.59 FEET TO THE POINT OF BEGINNING CONTAINING 5.0 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: RECORDED PLAT OF SAID LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "A", HIDALGO COUNTY, TEXAS.
N: \SUBDIVISIONPLATS\METESANDBOUNDS

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT No. 1 ON THIS THE_____ DAY OF _____, 2____.

ATTEST: _____ _____
PRESIDENT SECRETARY

NOTE: THE IRRIGATION LINE AND VALVES ARE NOT PART OF THE DISTRICT'S FACILITIES AND WILL NOT BE MAINTAINED BY THE DISTRICT.

INDEX SHEET OF TIERRA BENDITA EXPRESSWAY HEIGHTS

SHEET 1	HEADING, INDEX, LOCATION MAP, PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; DONNA, PLAT NOTES AND APPROVAL CERTIFICATE; OWNERS DEDICATION CERTIFICATION; AND ATTESTATION, CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DRAINAGE DISTRICT; LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE SUBJECT IS SITUATED IN; F.E.M.A. FLOODPLAIN AND IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HIDALGO COUNTY RIGHT OF WAY DEPT. CERTIFICATE OF APPROVAL; HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, TYPICAL WATER SERVICE CONNECTION, TYPICAL LOT DETAIL, TYPICAL SEPTIC TANK DETAIL; COST ESTIMATE CHART; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; DRAINAGE SWALE DETAIL.

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL – McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: January 23, 2008

RE: **Ellis No. 5 Subdivision – Pct. 3**
Preliminary Approval

Ellis No. 5 is a thirty three (33) lot subdivision located on the West side of Abram Road and approximately 2400 feet North of Mile 4 Road.

The proposed Subdivision lies within the City of Mission.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 7, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate five (5) feet on Abram Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Pablo E. Pena and approved by the Environmental Health Department.

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

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **January 22, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW

Name of Subdivision: Ellis No.5 3RD Review **Page** 1 of 1

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

Item Log #	Description of Item	Date	Logger's Initials
A	**1ST SHEET COMMENTS:** Provide curve data chart with the fallowing information; Delta Bearing, Radius, Length, and chord.	01-17-08	JRT
B	Verify if there is an existing easement for the gas line inside the road ROW of Abram Rd	"	"
C	METES & BOUNDS: As per 2nd and 3rd callout please describe monument shown on drawing.	"	"
D	Correct index to sheet description, to include row and HCHD certification	"	"
E	Provide street length between internal street intersections.	"	"
F	**2ND SHEET COMMENTS:** On engineer sewer report provide new wording if a letter of credit will be granted.	"	"
G	All modification on sewer report must be reflected on the Spanish version	"	"
H	Show the construction cost estimate chart	"	"
I	Submit a set of plans to HCROW dept for there review and clearance. Also submit a copy of the NOI submitted to TCEQ.	"	"
J	Please Submit 30 yr letter and the letter of credit prior to final review.	"	"
K	**Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.**	"	"

1304 S. 25th St. Edinburg, Texas 78539 (956) 318-2840 Fax. (956) 318-2844

SUBDIVISION PLAT OF

"ELLIS NO. 5 SUBDIVISION"

A 20.0 ACRE TRACT OF LAND BEING ALL OF LOTS 25 AND 26, BLOCK 8 TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 8 PAGE 57-58 OF THE MAP RECORDS OF SAID COUNTY;

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, GARY BURCH, AS OWNER OF THE 20 ACRE TRACT OF LAND ENCOMPASSED WITHIN PROPOSED ELLIS No. 5 SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS AND EASEMENTS SHOWN HEREIN.

I, CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANK MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

_____
GARY BURCH CONSTRUCTION INC.
PRESIDENT: GARY BURCH

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED GARY BURCH, PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT WHO, BY BY ME DULY SWORN, DECLARED THAT HIS STATEMENT THEREIN IS TRUE AND CORRECT AND ACKNOWLEDGE THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____, 2008.

_____
NOTARY PUBLIC

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0006(C) AND § 212.0115(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ELLIS NO. 5 SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON_____, 2008.

_____ _____
MAYOR OF THE CITY OF MISSION DATE

ATTEST: _____
SECRETARY OF THE CITY OF MISSION DATE

THIS PLAT OF ELLIS No. 5 SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS_____DAY OF_____ 2008

_____
CHAIRMAN,

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE _____ DAY OF_____, 2008.

_____ ATTEST: _____
PRESIDENT SECRETARY

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

_____ _____
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 DATE

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ELLIS NO. 5 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____, 2008.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

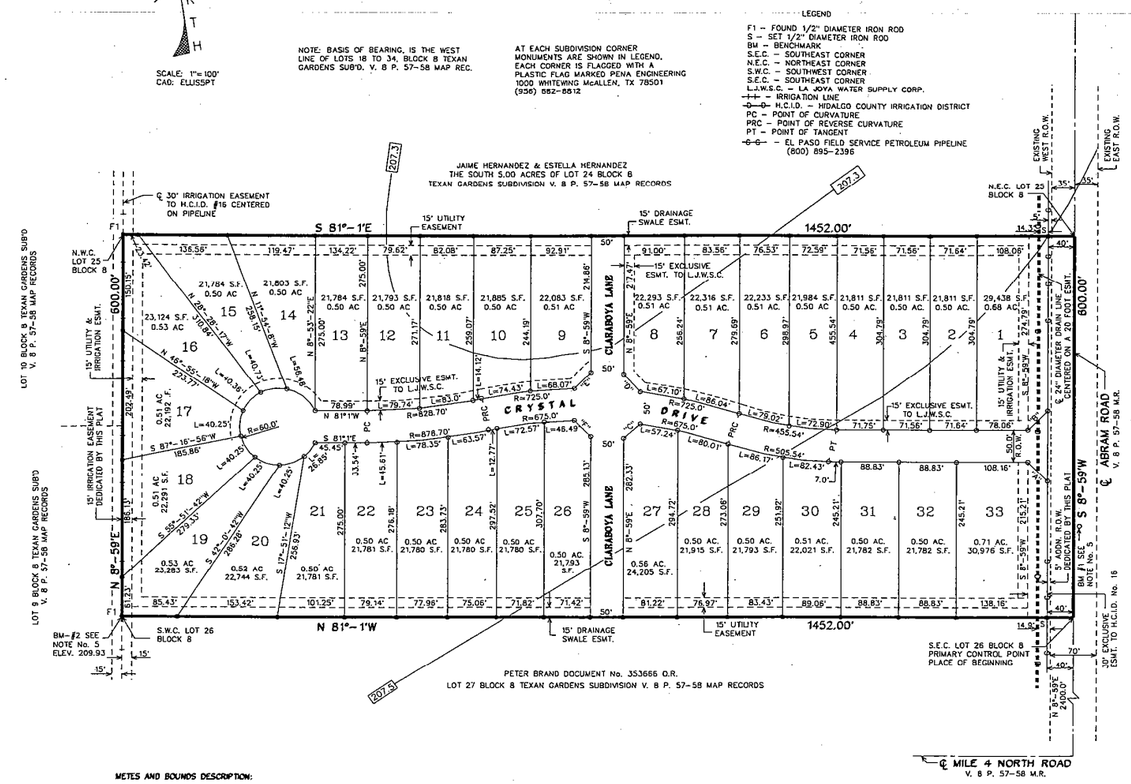
I, PABLO PENA, III, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE ELLIS NO. 5 SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON MAY 26, 2004.

_____ 04-26-04
PABLO PENA, III DATE SURVEYED
R.P.L.S. NO. 5242

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

_____ 04-26-04
PABLO F. PENA, JR., DATE OF PREPARATION
P.E. NO. 34985

PENA ENGINEERING
POST OFFICE BOX 4320
McALLEN TEXAS 78502
OFFICE (956) 682-8812
FAX (956) 631-7362



METES AND BOUNDS DESCRIPTION:

A 20.00 ACRE TRACT OF LAND BEING ALL OF LOTS 25 AND 26, BLOCK 8 TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 8 PAGE 57-58 OF THE MAP RECORDS OF SAID COUNTY;

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 25, FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID LOT (26), N 81°-1'W, AT 40.00 FEET FOUND A 1/2 INCH DIAMETER IRON ROD FOUND AT THE WEST RIGHT OF WAY OF ABRAM ROAD, AT 1452.00 FEET IN ALL TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WEST LINE OF SAID LOT (26), N 08°-59'E AT 300.00 FEET PASS THE NORTHWEST CORNER OF LOT 26, AT 600.00 FEET IN ALL TO THE NORTHWEST CORNER OF LOT 25, TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH THE NORTH LINE OF SAID LOT (25) S 81°-1'E, AT 1402.00 FEET SET A 1/2 INCH DIAMETER IRON ROD AT THE PROPOSED WEST RIGHT OF WAY OF SAID ROAD, AT 1452.00 FEET IN ALL TO THE NORTHEAST CORNER OF LOT 25, FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF ABRAM ROAD, S 8°-59'W, AT 300.00 FEET PASS THE SOUTHEAST CORNER OF LOT 25, AT 600.00 FEET IN ALL TO THE PLACE OF BEGINNING, CONTAINING TWENTY (20) ACRES, MORE OR LESS, OF WHICH 2.78 ACRE LIES IN ROADS, LEAVING 17.22 ACRES NET.

COUNTY CLERK'S RECORDING CERTIFICATE

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

_____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELLIS No. 5 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2008.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

I, FRANK FLORES, MANAGER, HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER POTABLE WATER SUPPLY FOR THE ELLIS No. 5 SUBDIVISION, HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATION OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS. THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

_____
FRANK FLORES
MANGER OF
LA JOYA WATER SUPPLY CORPORATION

INDEX TO SHEET OF ELLIS NO. 5 SUBDIVISION PLAT:

SHEET 1:
HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENTS LAYOUT; METES & BOUNDS DESCRIPTION; SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISED NOTES; IRRIGATION DISTRICT CERTIFICATION; ENGINEER'S CERTIFICATION; H.C.D.D. No. 1, L.J.W.S.C. CERTIFICATION;

SHEET 2:
ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE. AND ENGINEERING CERTIFICATION;

SHEET 3:
CONSTRUCTION DETAILS

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELLIS No. 5 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2008.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

LINE DATA			
"A"	BEARING: N 36°-1'-1"W	DISTANCE:	42.43'
"B"	BEARING: S 53°-59'W	DISTANCE:	42.43'
"C"	BEARING: N 57°-10'-54"E	DISTANCE:	33.33'
"D"	BEARING: N 37°-02'-22"W	DISTANCE:	37.14'
"E"	BEARING: S 53°-59'-38"W	DISTANCE:	35.35'
"F"	BEARING: S 36°-00'-20"E	DISTANCE:	35.36'

REVISION NOTES

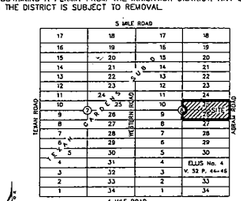
NO.	SHEET	REVISION	DATE	APPROVED

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED) – AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLAIN COMMUNITY PANEL NUMBER 480334 0290 D MAP REVISED: JUNE 6, 2000.
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT OF WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUB'D TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1985 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 30.00 FEET / CUL-DE-SAC: 25.00 FEET
SIDES: 6.00 FEET / SIDE CORNER TO CLARABOYA LANE: 10.00 FEET
SIDE CORNER TO ABRAM ROAD: 25.00 FEET / REAR: 25.00 FEET
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE SINGLE FAMILY DWELLING SHALL BE LOCATED ON EACH LOT. DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO OCCUPYING THE LOT. THE LOT OWNER SHALL STATE THE INTENDED USE OF THE LOT AT THE TIME OF APPLICATION IF NOT DESIGNATED ON THE SUBDIVISION PLAT. ANY DEVIATION FROM SINGLE FAMILY USE SHALL REQUIRE THE APPROVAL FROM THE DEVELOPER, IN WRITING, AND THE PLANNING AND FIRE MARSHALL OSSF DEPARTMENTS. ONLY LOTS 1 AND 33 MAY BE USED FOR COMMERCIAL AND OR RESIDENTIAL ALL OTHER LOTS SHALL BE RESIDENTIAL USE ONLY.
4. OFF-STREET PARKING SITE PLAN APPROVAL SHALL BE REQUIRED BY THE COUNTY OF HIDALGO PRIOR TO BUILDING PERMIT ISSUANCE WHERE SPECIAL ASSESSMENT SHALL BE MADE TO CONTROLLING ACCESS (DRIVEWAYS) TO ABRAM ROAD AND CRYSTAL DRIVE, AND WHERE SUCH SITE PLAN APPROVAL MAY INCLUDE PAVED FIRE LANES, PAVED 5' SIDEWALKS ALONG THE SITE'S PERIMETER, AND 8' FENCE BUFFERS ADJACENT TO RESIDENTIALLY USED LOTS.
5. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CRYSTAL DRIVE OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT AP PLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOD ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRE FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
6. BENCHMARK NOTE:
B.M. NO. 1 – ELEV. 210.33 N.G.V.D. '29, DESCRIPTION: 60-d NAIL IN BASE OF POWER POLE LOCATED 144.03 FEET NORTH AND EAST 8.80 FEET FROM THE SOUTHEAST CORNER OF LOT 26 BLOCK 8, TEXAN GARDENS SUBDIVISION.
B.M. NO. 2 – ELEV. 210.62 N.G.V.D. '29, DESCRIPTION: FOUND 1/2" DIAMETER IRON ROD AT THE SOUTHWEST CORNER OF LOT 26 BLOCK 8, TEXAN GARDENS SUBDIVISION.
7. DRAINAGE IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND MODEL SUBDIVISION RULES POLICIES AND REGULATIONS THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 30,958 CUBIC FEET (0.71 ACRE FEET), 938 C.F. PER LOT OF STORM WATER RUNOFF.
8. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT BY LOT OWNER.
9. ON SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
A) OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B) EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUIRE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C) OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D) SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
E) "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BURLDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND, COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTING TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
14. NO SIDEWALKS REQUIRED BY THIS PLAT
15. NO ACCESS ON TO LOTS 1 & 33 FROM ABRAM ROAD IS ALLOWED UNLESS USE FOR COMMERCIAL AND LOT SITE PLAN AND DRAINAGE PLANS ARE APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT.
16. IF AND WHEN THE 15.00 FOOT EXCLUSIVE EASEMENT TO H.C.I.D. No. 16 IS ABANDONED, IT SHALL REVERT TO A 15.00 FOOT EXCLUSIVE EASEMENT TO LA JOYA WATER SUPPLY CORPORATION ACCORDING TO THIS PLAT.
17. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT, AND NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
19. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
20. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
21. GARY BURCH THE OWNER & SUBDIVIDER OF ELLIS No. 5 SUBDIVISION RETAINS AN EASEMENT UPON EACH LOTS FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOTS AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
22. ANY OHTER LOT USE THAN SINGLE FAMILY REQUIRES PLANNING, HEALTH AND FIRE MARSHAL DEPARTMENTS APPROVAL.
IF LOT 1 AND 3 ARE TO BE USE FOR COMMERCIAL PURPOSES, THEN IT SHOULD COMPLY WITH CITY OF MISSION MINIMUM REQUIREMENTS FOR COMMERICAL LOTS.

HIDALGO COUNTY IRRIGATION DISTRICT No. 16 EASEMENT LANGUAGE

1. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY IRRIGATION DISTRICT No. 16, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
2. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES ON OTHER USE WITH-OUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
3. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES, OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
4. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.



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

ELLIS No. 5 SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED IN SOUTHWESTERN HIDALGO COUNTY ON THE WEST SIDE OF ABRAM ROAD AND IS APPROXIMATELY 2400.00 FEET NORTH OF MILE 4 NORTH ROAD. THE NEARBY MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 60,146), ELLIS No. 5 SUBDIVISION LIES OUTSIDE THE CITY LIMITS, BUT IS WITHIN THE CITY'S FIVE-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODES § 212.001.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
PRESIDENT:	GARY BURCH	405 GARZA	EDINBURG, TX	78539 (956) 383-1041	(956) 383-4149
SURVEYOR:	PABLO PENA, III	1001 W. WHITEWING	McALLEN, TX	78501 (956) 682-8812	(956) 631-7362
ENGINEER:	PABLO F. PENA, JR	1001 W. WHITEWING	McALLEN, TX	78501 (956) 682-8812	(956) 631-PENA

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: January 23, 2008

RE: **Frank's Subdivision – Pct. 2**
Preliminary Approval

Frank's Subdivision is a two (2) lot subdivision located on the North side of Minnesota Road approximately 500 feet West of "I" Road.

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

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

The proposed subdivision plat will dedicate ten (10) feet on Minnesota Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

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

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **January 22, 2008** subject to staff comments and future recommendations by Planning and other departments.

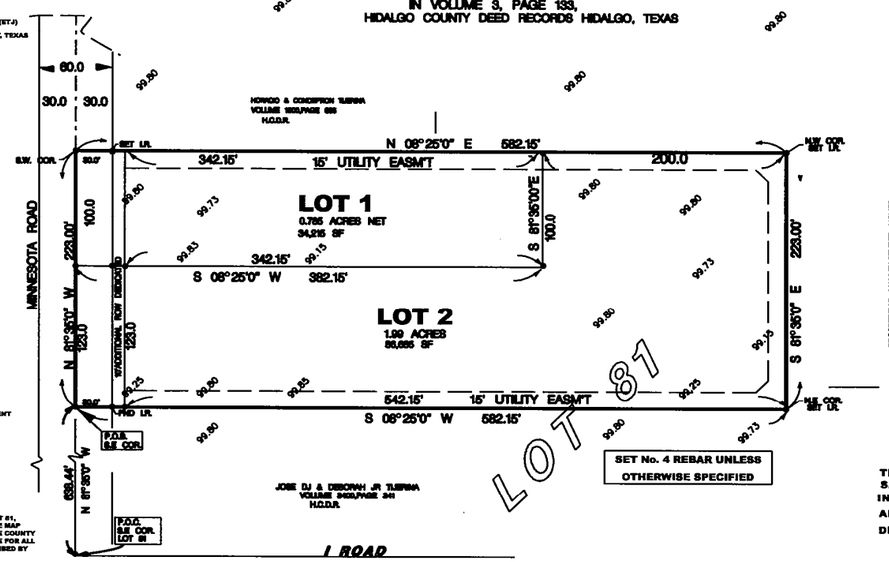
FRANKS SUBDIVISION

A 2.98 ACRE TRACT OUT OF A CERTAIN 12.50 ACRE TRACT
OUT OF LOT 81, KELLY-PHARR SUBDIVISION RECORDED
IN VOLUME 3, PAGE 133,
HIDALGO COUNTY DEED RECORDS HIDALGO, TEXAS

SCALE: 1"= 60

NORTH

BEARING BASIS AS PER KELLY-PHARR SUBDIVISION VOL. 3, PG. 133 H.C.M.R.



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

FRANKS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY ON THE NORTH SIDE OF MINNESOTA ROAD, APPROXIMATELY 1/4 MILE EAST FROM THE INTERSECTION OF MINNESOTA & I ROAD. NEARBY MUNICIPALITY IS THE CITY OF PHARR, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF PHARR (POPULATION 45,000). FRANKS SUBDIVISION LIES WITHIN ONE MILE FROM THE CITY LIMITS BUT THE CITY HAS EXCLUDED FRANK'S SUNDIVISION FROM THE CITY'S 3 MILE EXTRATERRITORIAL JURISDICTION (ET.J) GRANTED UNDER LOCAL GOVERSMENT CODE212.001. JURISDICTION THEREFORE FALLS WITHIN PRECINCT 3 OF HIDALGO COUNTY, TEXAS

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FRANK'S SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ROINT OF WAY DEPARTMENT ON _____

_____ HIDALGO COUNTY ROW DIRECTOR DATE

_____

COUNTY CLERK'S RECORDING CERTIFICATE

CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ON _____, AND WAS RECORDED IN BOOK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY,TEXAS

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF _____ WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

_____ HIDALGO COUNTY JUDGE DATE

_____ ATTEST: HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FRANK'S SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

METES AND BOUNDS DESCRIPTION

BEING A 2.98 ACRE TRACT OF LAND OUT A CERTAIN 12.5 ACRE OUT OF LOT 81, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 81, KELLY-PHARR SUBDIVISION, SAID POINT OF BEGINNING BEARING NORTH 81 DEGREES 35 MINUTES WEST, 638.44 FEET FROM THE SE CORNER OF SAID LOT 81, KELLY PHARR SUBD., SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

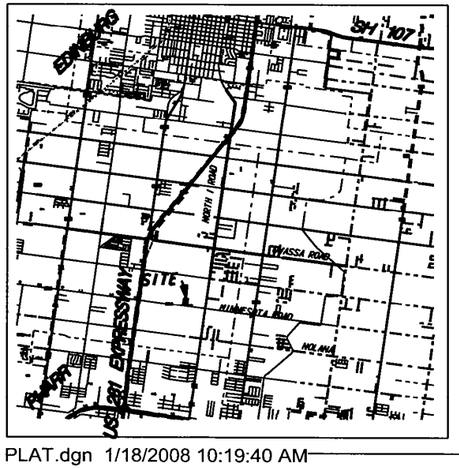
THENCE, WITH THE SOUTH LINE OF LOT 81 IN COUNTY ROAD, NORTH 81 DEGREES, 35 MINUTES WEST, 223.0 FEET TO A SET 60P NAIL, FOR THE SOUTHWEST CORNER HEREOF;

THENCE, PARALLEL TO THE EAST LINE OF LOT 81, NORTH 08 DEGREES, 25 MINUTES EAST AT A DISTANCE OF 30.0 FEET TO AN IRON PIN SET ON THE NORTH LINE OF MINNESOTA ROAD, EAST, A TOTAL DISTANCE OF 582.15 FEET TO AN IRON PIN SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE. WITH THE NORTH LINE OF SAID 12.5 ACRE TRACT, SOUTH 81 DEGREES, 35 MINUTES EAST, 223.0 FEET TO AN IRON ROD SET FOR THE NORTHEAST CORNER HEREOF;

THENCE, PARALLEL TO THE EAST LINE OF THE LOT 81, SOUTH 08 DEGREES, 25 MINUTES WEST, AT 552.15 FEET PASS AN IRON ROD SET IN SAID NORTH ROW LINE OF MINNESOTA ROAD , AND AT 582.15 FEET TO THE PLACE OF BEGINNING, OF WHICH THE SOUTH 20.0 FEET COMPROMISING 0.10 ACRE LIES IN MINNESOTA ROAD RIGHT-OF-WAY

LOCATION MAP SCALE 1=2000



GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B"
AREAS OF 100 YEAR FLOOD WITH AVERAGE DEPTHS UNDER ONE FOOT.
COMMUNITY-PANEL NO. 480334 0425 C
EFFECTIVE DATE: JUNE 6, 2000
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.

2. SETBACKS:
FRONT: 30.00 FEET
REAR: 15.00 FEET
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR COMMERCIAL LOTS:
(LOTS SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE:
BENCHMARK ELEV:
LOCATION: SET COTTON PICKER SPINDLE ON POWER POLE APPROXIMATELY 20' FROM THE NORTH LINE OF SAID TRACT AT NORTHWEST CORNER OF PROPERTY

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3.478 CUBIC -FEET (0.08 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: CONSTRUCTION OF DRAINAGE DETENTION SWALES. (SEE ENGINEERING REPORT)

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP
OWNER:	FRANK SEPULVEDA	2808 SOPHIA AVE.	EDINBURG, TEXAS 78539
ENGINEER:	RAUL P. FLORES	519 W. UNIVERSITY	EDINBURG, TEXAS
SURVEYOR:	PLINIO MEDINA		MCALLEN, TEXAS

GENERAL PLAT NOTES & RESTRICTIONS:

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A LETTER OF CREDIT COVERING THE COSTS OF INSTALLATION OF OSSF'S MAY BE USED IN LIEU OF CONSTRUCTION.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. FINAL APPROVED HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
E. "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.

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

10. FRANK SEPULVEDA, THE OWNER & SUBDIVIDER OF FRANK'S SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, VEGETATIVE GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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

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

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

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

16. DRIVEWAY/ENTRANCE PERMITS ARE REQUIRED FOR LOT(S) ONE AND TWO FROM HIDALGO COUNTY. THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO MINNESOTA ROAD IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT AND/OR BUILDING PERMIT.

17. FRANK'S SUBDIVISION IS BEING DESIGN FOR DISPOSAL OF INSTITUTIONAL SEWAGE IN ACCORDANCE WITH TCEQ GUIDELINES. ENGINEER CERTIFIES BY SIGNING THIS PLAT THAT THE DESIGN OF SAID SYSTEM MEETS ALL TCEQ REGULATIONS GOVERNING THIS TYPE OF WORK.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, FRANK SEPULVEDA AS OWNER (S) OF THE 2.98 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SEPULVEDA SUBDIVISION , HEREBY THE LAND AS DEPICTED IN
THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

BY:_____ DATE _____
FRANK SEPULVEDA
ADDRESS: 2808 SOPHIE AVE.
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANK SEPULVEDA KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20____.

NOTARY PUBLIC _____ MY TERM EXPIRES_____

THIS PLAN IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

HIDALGO COUNTY IRRIGATION DISTRICT No._____ DATE:_____ ATTEST: _____ DATE:_____
PRESIDENT SECRETARY

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

_____ DATE:_____
GODFREY GARZA, DISTRICT MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO
I, RAUL P. FLORES, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ DATE:_____
RAUL P. FLORES
LICENSED PROFESSIONAL ENGINEER No. 39278
519 W UNIVERSITY EDINBURG, TEXAS 785359

STATE OF TEXAS
COUNTY OF HIDALGO
I, PLINIO MEDINA, A REGISTER PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS, AND STREETS OF FRANKS SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON MARCH 11,

_____ DATE:_____ 2006.
PLINIO MEDINA

INDEX TO SHEET OF FRANK SEPULVEDA SUBDIVISION

SHEET 1	[illegible]
SHEET 2	[illegible]
SHEET 3	[illegible]

NO.	SHEET	REVISED	DATE	APPROVED

FOR REVIEW ONLY. NOT FOR CONSTRUCTION OR FOR RECORDING

STATE OF TEXAS
RAUL P. FLORES
39278
REGISTERED
PROFESSIONAL
ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAUL P. FLORES, P.E. 39278 ON 1/19/08

ALTERATION OF SEALED ENGINEER DOCUMENT WITHOUT PERMISSION IS TO REPRESENT IS A VIOLATION OF STATE LAW.

SUBDIVISION PLAT
FRANK'S SUBDIVISION

FLORES ENGINEERS
519 W. UNIVERSITY DRIVE, EDINBURG, TX 78539
tel 956-287-7188 fax 956-287-7189

DATE OF PREPARATION
10/12/07
REVISED
1/19/08

BY

...\01-SUBD PLAT.dgn 1/18/2008 10:19:40 AM

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: January 23, 2008

RE: **Salida Del Sol Estates Ph. 5 Subdivision – Pct. 3**
Final Approval

Salida Del Sol Estates Phase 5 is a fourteen (14) lot subdivision located approximately 7800 feet South of FM 2221(Mile 7 Rd) and 800 feet East of Salida del Sol Drive.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on July 31, 2007. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate 5.95 feet on Circle 6 East Street and 6.39 feet on a County Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Circle 6 Street East and an eight (8) inch waterline on County Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on November 06, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 22, 2008.**

SALIDA DEL SOL ESTATES
PHASE V

AN 11.652 ACRE TRACT OF LAND BEING ALL OF LOT 3, BLOCK 29, HOMEVILLE SUBDIVISION "D", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS, THE EAST 1.567 ACRES OF LOT 137, SALIDA DEL SOL ESTATES SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 32, PAGE 85, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1352834, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND PORTION OF 47.22 COUNTY ROAD RIGHT OF WAY, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

AN 11.652 ACRE TRACT OF LAND BEING ALL OF LOT 3, BLOCK 29, HOMEVILLE SUBDIVISION "D", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS, THE EAST 1.567 ACRES OF LOT 137, SALIDA DEL SOL ESTATES SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 32, PAGE 85, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1352834, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND PORTION OF 47.22 COUNTY ROAD RIGHT OF WAY, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE SOUTH RIGHT OF WAY LINE OF MILE 5 1/2 NORTH ROAD FOR THE NORTHEAST CORNER OF LOT 3 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: S 08°55'42"W, ALONG THE EAST LINE OF LOT 3, A DISTANCE OF 763.94 FEET (MAP RECORD: 763.89 FEET) TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 3 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 81°04'18"W, ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 569.52 FEET (MAP RECORD: 569.44 FEET) TO A 1/2" IRON ROD FOUND ON THE EAST RIGHT OF WAY LINE OF CIRCLE 6 STREET EAST FOR THE SOUTHWEST CORNER OF LOT 3 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 08°52'10"E (MAP RECORD: N 08°55'42"E), ALONG THE WEST LINE OF LOT 3 AND THE EAST RIGHT OF WAY LINE OF CIRCLE 6 STREET EAST, A DISTANCE OF 590.45 FEET TO A 2" IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF LOT 139, SALIDA DEL SOL ESTATES SUBDIVISION AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE: N 09°50'43"E (MAP RECORD: N 08°55'42"E), ALONG THE EAST LINE OF LOT 139, A DISTANCE OF 132.54 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 137 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE: N 81°02'49"W (MAP RECORD: N 81°04'18"W), ALONG THE SOUTH LINE OF LOT 137, A DISTANCE OF 509.21 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THE SANTIAGO PEDRO GARCIA TRACT (A 1.00 ACRE TRACT BEING THE WEST 1.00 ACRE OF LOT 137, SALIDA DEL SOL ESTATES SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1399392, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE: N 08°55'42"E, ALONG THE EAST LINE OF THE SANTIAGO PEDRO GARCIA TRACT, A DISTANCE OF 134.04 FEET (DEED RECORD: 133.83 FEET) TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 137 FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE: S 81°01'48"E (MAP RECORD: S 81°04'18"E), ALONG THE NORTH LINE OF LOT 137, A DISTANCE OF 509.51 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 137 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 09°03'29"W (MAP RECORD: S 08°55'42"W), ALONG THE EAST LINE OF LOT 137, A DISTANCE OF 45.70 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE: S 81°04'18"E, ALONG THE NORTH RIGHT OF WAY LINE OF MILE 5 1/2 NORTH ROAD, A DISTANCE OF 123.86 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 30°57'22", RADIUS = 170.78 FEET), A DISTANCE OF 92.27 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 3 AND ON THE SOUTH RIGHT OF WAY LINE OF SAID MILE 5 1/2 NORTH ROAD FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE: S 81°04'18"E, ALONG THE NORTH LINE OF LOT 3 AND THE SOUTH RIGHT OF WAY LINE OF MILE 5 1/2 NORTH ROAD, A DISTANCE OF 501.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.652 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED SALIDA DEL SOL ESTATES SUBDIVISION PHASE III, RECORDED IN VOLUME 41, PAGES 198-199, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SALIDA DEL SOL ESTATES PHASE V WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 2007.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SALIDA DEL SOL ESTATES PHASE V WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 2007.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE

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

I, MARIO FLORES, OWNER OF 3F DEVELOPERS, L.L.C., AS OWNER OF THE 11.652 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SALIDA DEL SOL ESTATES PHASE V, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

MARIO FLORES — 12-26-07 DATE
3F DEVELOPERS, L.L.C.
5114 N. INSPIRATION RD.
MISSION TX., 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MARIO FLORES, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 26th day of DECEMBER, 2007.

LILIA A. QUINTANILLA — MY COMMISSION EXPIRES July 23, 2008

LILIA A. QUINTANILLA ~ Notary Public

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

WE THE UNDERSIGNED CERTIFY that this plat of the SALIDA DEL SOL ESTATES PHASE V was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge _____ date

ATTEST:
Hidalgo County Clerk _____ date

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock _____ M. on _____, _____, and was recorded in Book _____, Sheet(s) _____ the Plat Records of Hidalgo County at _____ o'clock _____ M. on _____, _____.

_____ Hidalgo County Clerk

I, MR. FRANK FLORES, HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY FOR THE SALIDA DEL SOL ESTATES PHASE V. HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS. THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IT WILL PROVIDE WATER TO THIS AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION

MR. FRANK FLORES
GENERAL MANAGER
LA JOYA WATER SUPPLY CORPORATION

STATE OF TEXAS
COUNTY OF HIDALGO

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

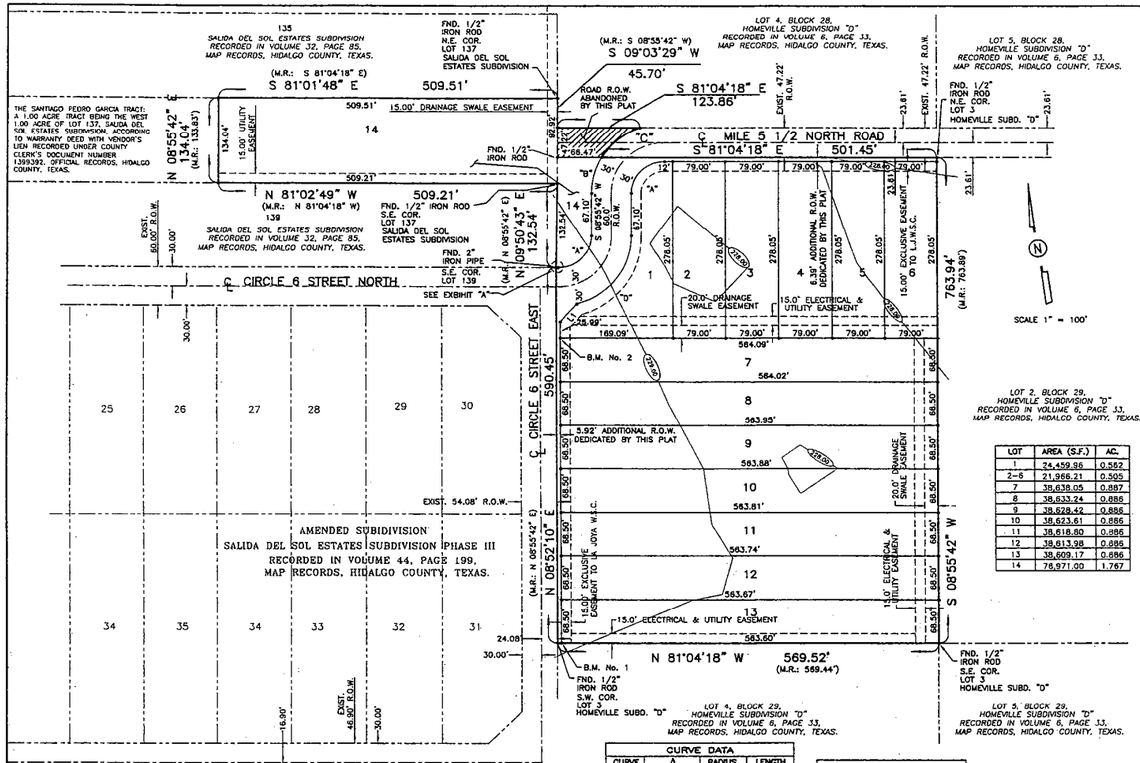
EULALIO RAMIREZ
77062
REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (b)(5)(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____


135
SALIDA DEL SOL ESTATES SUBDIVISION RECORDED IN VOLUME 32, PAGE 85, MAP RECORDS, HIDALGO COUNTY, TEXAS.
FND. 1/2" IRON ROD N.E. COR. LOT 137 SALIDA DEL SOL ESTATES SUBDIVISION
(M.R.: S 81°04'18" E)
S 81°01'48" E 509.51'
THE SANTIAGO PEDRO GARCIA TRACT: A 1.00 ACRE TRACT BEING THE WEST 1.00 ACRE OF LOT 137, SALIDA DEL SOL ESTATES SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1399392, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
N 08°55'42" E 134.04' (M.R.: 133.83')
15.00' UTILITY EASEMENT
509.51'
15.00' DRAINAGE SWALE EASEMENT
14
FND. 1/2" IRON ROD
N 81°02'49" W (M.R.: N 81°04'18" W) 509.21'
FND. 1/2" IRON ROD S.E. COR. LOT 137 SALIDA DEL SOL ESTATES SUBDIVISION
SALIDA DEL SOL ESTATES SUBDIVISION RECORDED IN VOLUME 32, PAGE 85, MAP RECORDS, HIDALGO COUNTY, TEXAS.
FND. 2" IRON PIPE S.E. COR. LOT 139
(M.R.: N 08°55'42" E) N 09°50'43" E 132.54'
EXIST. 80.00' R.O.W.
10.00'
SEE EXHIBIT "A"
℄ CIRCLE 6 STREET NORTH
℄ CIRCLE 6 STREET EAST
590.45'
30.00'
25 26 27 28 29 30
34 35 34 33 32 31
AMENDED SUBDIVISION
SALIDA DEL SOL ESTATES SUBDIVISION PHASE III
RECORDED IN VOLUME 44, PAGE 199, MAP RECORDS, HIDALGO COUNTY, TEXAS.
(M.R.: N 08°55'42" E) N 08°52'10" E
EXIST. 54.08' R.O.W.
EXIST. 46.90' R.O.W.
16.00'
30.00'
24.08'
LOT 4, BLOCK 28, HOMEVILLE SUBDIVISION "D" RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS.
(M.R.: S 08°55'42" W) S 09°03'29" W 45.70'
ROAD R.O.W. ABANDONED BY THIS PLAT
S 81°04'18" E 123.86'
EXIST. 47.22' R.O.W.
℄ MILE 5 1/2 NORTH ROAD
S 81°04'18" E 501.45'
66.50'
66.50'
23.61'
23.61'
LOT 5, BLOCK 28, HOMEVILLE SUBDIVISION "D" RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS.
FND. 1/2" IRON ROD N.E. COR. LOT 3 HOMEVILLE SUBD. "D"
+66.47
"B" "C" "A"
12' 79.00' 79.00' 79.00' 79.00' 79.00'
30' 30' 30' 30' 30'
S 81°04'18" W 87.10' 600.0' R.O.W.
278.05'
1 2 3 4 5
14 13
20.0' DRAINAGE SWALE EASEMENT
15.0' ELECTRICAL & UTILITY EASEMENT
8.33' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT
15.00' EXCLUSIVE EASEMENT TO L.J.W.S.C.
763.94' (M.R.: 763.89')
169.09'
79.00' 79.00' 79.00' 79.00' 79.00'
584.09'
B.M. No. 2
7
564.02'
8
563.95'
9
563.88'
10
563.81'
11
563.74'
12
563.67'
13
563.60'
5.92' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT
20.00' DRAINAGE SWALE EASEMENT
15.0' ELECTRICAL & UTILITY EASEMENT
15.00' EXCLUSIVE EASEMENT TO L.J.W.S.C.
68.50'
68.50'
68.50'

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: January 23, 2008

RE: **La Joya ISD High School No. 4 Subdivision – Pct. 3**
Final Approval

La Joya ISD High School No. 4 is a two (2) school lot subdivision located on the Southeast corner of La Homa Road and Mile 3 North Road street intersection.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 24, 2007. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

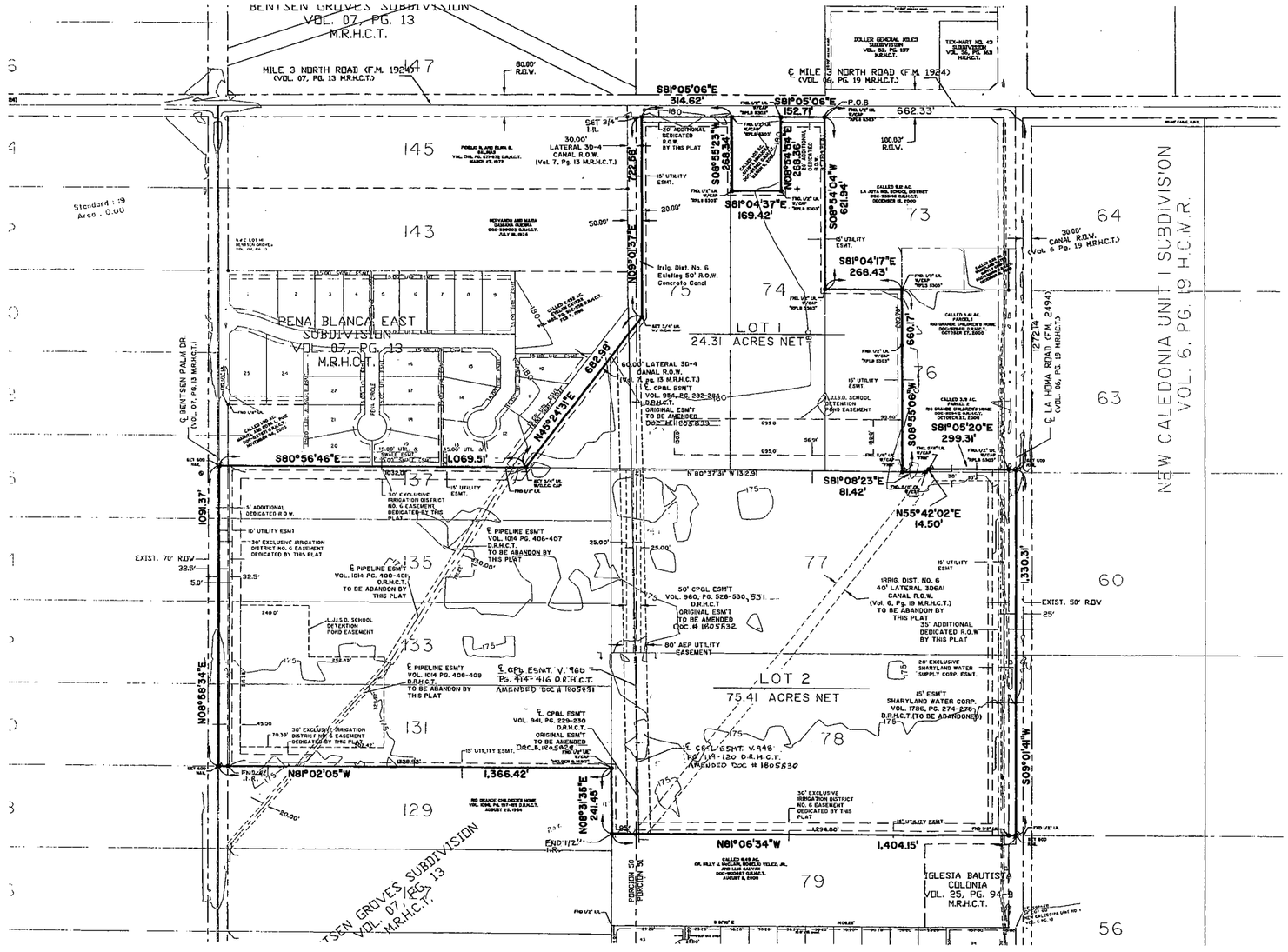
The proposed subdivision plat will dedicate thirty five (35) feet on La Homa Road and five (5) feet on Bentsen Palm Drive of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by the City of Mission.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Mile 3 North Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on May 29, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 22, 2008.**


BENTSEN GROVES SUBDIVISION VOL. 07, PG. 13 M.R.H.C.T.
MILE 3 NORTH ROAD (F.M. 1924) (VOL. 07, PG. 13 M.R.H.C.T.)
80.00' R.O.W.
℄ MILE 3 NORTH ROAD (F.M. 1924) (VOL. 06, PG. 19 M.R.H.C.T.)
S81°05'06"E 314.62'
S81°05'06"E 152.71'
P.O.B.
662.33'
SET 3/4 I.R.
30.00' LATERAL 30-4 CANAL R.O.W. (Vol. 7, Pg. 13 M.R.H.C.T.)
20' ADDITIONAL DEDICATED R.O.W. BY THIS PLAT
15' UTILITY ESMT.
S08°55'23"W 268.34'
N08°54'54"E 268.36'
S81°04'37"E 169.42'
100.00' R.O.W.
S08°54'04"W 621.54'
20.00'
50.00'
N09°01'37"E 722.58'
S81°04'17"E 268.43'
30.00' CANAL R.O.W. (Vol. 6 Pg. 19 M.R.H.C.T.)
Brlg. Dist. No. 6 Existing 50' R.O.W. Concrete Canal
PENA BLANCA EAST SUBDIVISION VOL. 07, PG. 13 M.R.H.C.T.
LOT 1
24.31 ACRES NET
60.00' LATERAL 30-4 CANAL R.O.W. (Vol. 7, pg. 13 M.R.H.C.T.)
682.98'
N45°24'31"E
660.17'
S08°53'06"W
S81°05'20"E 299.31'
S80°56'46"E 1,069.51'
N 80°37'31" W 1312.91
S81°08'23"E 81.42'
N55°42'02"E 14.50'
1091.37'
1330.31'
EXIST. 70' R.O.W.
32.5'
5.0'
22.5'
5' ADDITIONAL DEDICATED R.O.W.
10' UTILITY ESMT
30' EXCLUSIVE IRRIGATION DISTRICT NO. 6 EASEMENT DEDICATED BY THIS PLAT
E PIPELINE ESM'T VOL. 1014 PG. 406-407 D.R.H.C.T. TO BE ABANDON BY THIS PLAT
25.00'
50' CPAL ESM'T VOL. 960, PG. 528-530, 531
ORIGINAL ESM'T TO BE AMENDED DOC. # 1805832
IRRIG DIST. NO. 6 40' LATERAL 30-61 CANAL R.O.W. (Vol. 6, Pg. 19 M.R.H.C.T.) TO BE ABANDON BY THIS PLAT
35' ADDITIONAL DEDICATED R.O.W BY THIS PLAT
EXIST. 50' R.O.W.
25'
80' AEP UTILITY EASEMENT
LOT 2
75.41 ACRES NET
20' EXCLUSIVE SHARYLAND WATER SUPPLY CORP. ESMT.
15' ESM'T SHARYLAND WATER CORP. VOL. 1786, PG. 274-276 D.R.H.C.T.(TO BE ABANDONED)
E CPAL ESM'T V. 948 PG. 119-120 D.R.H.C.T. AMENDED DOC # 1805830
E CPL ESM'T VOL. 941, PG. 229-230 D.R.H.C.T. ORIGINAL ESM'T TO BE AMENDED DOC. # 1805954
E GPL ESM'T. V. 960 Pg. 414-416 D.R.H.C.T. AMENDED DOC # 1805831
E PIPELINE ESM'T VOL. 1014 PG. 408-409 D.R.H.C.T. TO BE ABANDON BY THIS PLAT
L.J.I.S.D. SCHOOL DETENTION POND EASEMENT
30' EXCLUSIVE IRRIGATION DISTRICT NO. 6 EASEMENT DEDICATED BY THIS PLAT
N08°58'34"E 1091.37'
N81°02'05"W 1,366.42'
N08°23'35"E 241.45'
N81°06'34"W 1,404.15'
END 1/2" I.R.
S09°01'41"W 1330.31'
℄ LA HOMA ROAD (F.M. 2494) (VOL. 06, PG. 19 M.R.H.C.T.)
NEW CALEDONIA UNIT I SUBDIVISION VOL. 6, PG. 19 H.C.M.R.
BENTSEN GROVES SUBDIVISION VOL. 07, PG. 13 M.R.H.C.T.
DOLLER GENERAL KOLCI SUBDIVISION VOL. 53, PG. 137 M.R.H.C.T.
TEX-MART NO. 43 SUBDIVISION VOL. 36, PG. 143 M.R.H.C.T.
CALLED 5.00 AC. LA JOYA IND. SCHOOL DISTRICT DOC.-533648 D.R.H.C.T. DECEMBER 15, 2000
CALLED 3.49 AC. PARCEL I RIO GRANDE CHILDREN'S HOME DOC.-559418 D.R.H.C.T. OCTOBER 27, 2000
CALLED 3.28 AC. PARCEL 2 RIO GRANDE CHILDREN'S HOME DOC.-559418 D.R.H.C.T. OCTOBER 27, 2000
CALLED 6.49 AC. DR. BILLY J. MCLAIN, ROGELIO VELEZ, JR., AND LUIS SALYAS DOC-1803837 G.R.H.C.T. AUGUST 8, 2000
IGLESIA BAUTISTA COLONIA VOL. 85, PG. 94-B M.R.H.C.T.
RIO GRANDE CHILDREN'S HOME VOL. 2066, PG. 187-188 D.R.H.C.T. AUGUST 29, 1994
Standard : 19 Arca : 0.00
N.E.C. LOT 141 BENTSEN GROVES VOL. 07, PG. 13
REYNALDO AND MARIA GARZA DOC.-2000013 D.R.H.C.T. JULY 18, 2000
PEDRO R. AND ELMA B. GARZA VOL. 1186, PG. 167 D.R.H.C.T. MARCH 27, 1979
CALLED 5.00 AC. LA JOYA IND. SCHOOL DISTRICT DOC.-533648 D.R.H.C.T. DECEMBER 15, 2000
CALLED 3.00 AC. PARCEL I RIO GRANDE CHILDREN'S HOME DOC.-559418 D.R.H.C.T. OCTOBER 27, 2000
CALLED 3.00 AC. PARCEL 2 RIO GRANDE CHILDREN'S HOME DOC.-559418 D.R.H.C.T. OCTOBER 27, 2000
CALLED 3.00 AC. LA JOYA IND. SCHOOL DISTRICT DOC.-533648 D.R.H.C.T. DECEMBER 15, 2000
L.J.I.S.D. SCHOOL DETENTION POND EASEMENT
℄ GENTSEN PALM DR. (VOL. 07, PG. 13 M.R.H.C.T.)
PENA CIRCLE
15.00' UTIL. & SIDEWALK ESMT.
IRRIG. DIST. NO. 6 EASEMENT
FND 1/2" I.R.
SET 5/8" I.R. W/CAP "RPLS 5363"
FND 1/2" I.R.
FND 5/8" I.R.
FND 1/2" I.R. W/CAP "RPLS 5363"
FND 1/2" I.R. W/CAP "RPLS 5363"
FND 1/2" I.R. W/CAP "RPLS 5363"

AI-7649 **11.A.**

Overview of Findings
CC REGULAR

Date: 01/30/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

On-Site Monitoring Review - Certificate of Compliance

BACKGROUND

Policy Council Approval: 12-20-07

Fiscal Impact

Attachments

Link: Certificate of Compliance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2008 08:20 AM	APRV
2	Dale Kennan	Dale Kennan	01/24/2008 02:40 PM	APRV
3	Auditor's Office	Linda Fong	01/24/2008 04:33 PM	APRV
4	Purchasing Department	Marty Salazar	01/25/2008 11:44 AM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 11:52 AM	APRV
Form Started By: Linda Galaviz			Started On: 01/23/2008 04:13 PM	
Final Approval Date: 01/25/2008				

DEPARTMENT OF HEALTH & HUMAN SERVICES

Rec'd 11/29/07

ADMINISTRATION FOR CHILDREN AND FAMILIES
Office of Head Start
8th Floor Portal Building
1250 Maryland Avenue, SW
Washington, DC 20024

To: Board Chairperson
Mr. J. D. Salinas
Board Chairperson
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540

From: Responsible HHS Official
Ms. Patricia E. Brown
Acting Director, Office of Head Start

Patricia E Brown 11/23/07
Date

Overview of Findings

From 10/21/2007 to 10/26/2007 the Administration for Children and Families (ACF) conducted an on-site monitoring review of the Hidalgo County Head Start Program. We wish to thank the Policy Council, staff, and parents of your program for their cooperation and assistance during the review. This Head Start Review Report is being issued to Mr. J.D. Salinas, Board Chairperson, as legal notice to your agency of the results of the on-site review.

Based on the information gathered during our review, we have determined that at least one area of noncompliance was identified and corrected before the review ended. Accordingly, no corrective action is required, and your Head Start program is in compliance with applicable Head Start Program Performance Standards, laws, regulations and policy requirements. If you have questions about this report please contact your ACF Regional Office.

Distribution of the Head Start Review Report
Copies of this report will be distributed to the following recipients:
Ms. Susan Johnston, Acting Regional Program Manager
Ms. Silvia Hinjosa, Policy Council Chairperson
Ms. Teresa Flores, CEO/Executive Director/ Head Start Director

Overview Information

Review Type:	*Triennial*
Organization:	*Hidalgo County Head Start Program*
Program Type:	*HS*
Team Leader:	*Ms. Christina Rivera*

— END OF REPORT —

Hidalgo County Head Start Program

The Office of Head Start acknowledges Hidalgo County Head Start Programs correction of all previously identified noncompliances. Based on information gathered during your most recent review, it was established that this program is now in full compliance with all applicable Head Start Program Performance Standards, laws, regulations, and policy requirements.

HEAD START
CERTIFICATE OF COMPLIANCE

DEPARTMENT OF HEALTH & HUMAN SERVICES · USA

Awarded: November 2007

Patricia E. Brown

Acting Director, Office of Head Start

AI-7593 **12.A.**

Chief A. Martinez/Capt. R. Espinoza--Operation Border-Star Hidalgo County Grant

CC REGULAR

Date: 01/30/2008
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

1. Approval to accept grant award from the Office of the Governor, Criminal Justice Division (CJD).
2. Approval to authorize the County Judge to sign acceptance of award.
3. Approval to appropriate budget for the Operation Border-Star Hidalgo County Grant award for $91,120.00.

BACKGROUND

Grant No.: 1814802
Grant Period: 11/01/07-09/30/08

The Sheriff's Office anticipates transferring the four officers currently under the Operation Linebacker grant to this new grant effective 05/01/08. The current Operation Linebacker grant will terminate on 04/30/08. Our office will submit the salary schedule at a later date, due to pending salary adjustments.

Note: Acceptance of grant award is via on-line.

Fiscal Impact

Attachments

Link: grant.award.notice
Link: border-star.budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	01/24/2008 09:52 AM	APRV
2	Sergio Cruz	Sergio Cruz	01/24/2008 10:00 AM	APRV
3	Dina Trevino	Monica Badillo	01/25/2008 04:56 PM	APRV
4	Mike Escaname		01/25/2008 05:48 PM	NEW

Form Started By: Emilia Uriegas — Started On: 01/22/2008 10:48 AM

Final Approval Date: 01/25/2008



"Mike Escaname" <mike.escaname@auditor.co.hidalgo.tx.us>

01/16/2008 04:49 PM

To "Euriegas" <euriegas@hidalgoso.org>
cc
bcc
Subject FW: Application # 1814802: Grant Award Notice: Hidalgo County

Fyi,

Mike.

-----Original Message-----
From: Ray Eufracio [mailto:ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Wednesday, January 16, 2008 1:34 PM
To: Linda Fong
Cc: becky.morales@auditor.co.hidalgo.tx.us;
mike.escaname@auditor.co.hidalgo.tx.us
Subject: FW: Application # 1814802: Grant Award Notice: Hidalgo County

Who is responsible for accepting the award electronically?

-----Original Message-----
From: egrants@governor.state.tx.us [mailto:egrants@governor.state.tx.us]
Sent: Wednesday, January 16, 2008 1:14 PM
To: jd.salinas@co.hidalgo.tx.us; sherifftrevino@hidalgoso.org;
ray.eufracio@auditor.co.hidalgo.tx.us
Subject: Application # 1814802: Grant Award Notice: Hidalgo County

It is a pleasure to inform you that your application for funding has been awarded!

The Criminal Justice Division is working to ensure that communities throughout the state receive the resources to make Texas a safer place by creating and supporting programs that protect people from crime, reduce the number of crimes committed, and promote accountability, efficiency, and effectiveness within the criminal justice system. Your project contributes to these efforts.

See the instructions below for specific information about activating your award. Please call the Criminal Justice Division at (512) 463-1919 if you have any questions. Thank you for your work and best wishes for a successful project.

Instructions for Activating Your Grant

To activate your agency's grant, the Authorized Official should log on to eGrants at https://cjdonline.governor.state.tx.us
and go to the 'My Home' page. In the 'Project Status' column, locate the application(s) marked 'Pending Acceptance of Award'. Click on the grant number and proceed to the 'Accept Award' tab. At the bottom of this page you may click the appropriate tab to 'Accept' or 'Decline'the award for your grant.

DATE: January 22, 2008
DEPARTMENT HEAD: Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Operation Border-Star Hidalgo County
ACCOUNT NUMBER: 8-1284-421-00-280-043-8-XXX

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Loca Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
8-1284-421-00-280-043-8-113	Salaries	68,648.36
8-1284-421-00-280-043-8-115	Longevity	300.00
8-1284-421-00-280-043-8-211	Health Insurance	7,287.00
8-1284-421-00-280-043-8-212	Life Insurance	66.00
8-1284-421-00-280-043-8-220	FICA	5,274.55
8-1284-421-00-280-043-8-230	Retirement	6,053.67
8-1284-421-00-280-043-8-250	Unemployment Compensation	346.37
8-1284-421-00-280-043-8-260	Workers' Compensation	3,144.05
	TOTAL APPROPRIATIONS	91,120.00
8-1284-334-10-280-043-8-000	Office of the Governor--CJD	91,120.00
	TOTAL REVENUES	91,120.00

REASON:

To appropriate the budget for the Operation Border-Star Hidalgo County Grant awarded by the Office of the Governor, Criminal Justice Division (CJD). Grant No.: 1814802. Grant Period: 11/01/07-09/30/08.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-7669 **13.A.**

B.F.I. Contribution
CC REGULAR

Date: 01/30/2008
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Sara Flores
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Requesting approval to accept contribution of $300.00 (check #3158941) from B.F.I. for the 2008 Rio Grande Valley Livestock Show booth rental for our Pct. 1 Solid Waste Program.

BACKGROUND

Fiscal Impact

Attachments

Link: BFI RGV Live Stock

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2008 01:40 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/25/2008 02:53 PM	APRV
3	Auditor's Office	Linda Fong	01/25/2008 04:53 PM	APRV
4	Purchasing Department		01/25/2008 05:48 PM	NEW
Form Started By: Noe Montez			Started On: 01/24/2008 10:49 AM	
Final Approval Date: 01/25/2008				

AWIN MANAGEMENT, INC.
C/O Allied Waste North America, Inc.
C/O Browning Ferris Industries, Inc.
18500 N Allied Way
Phoenix AZ 85054

3158941

PAGE 1 OF 1

DATE 12/14/07

VENDOR ID 104460

9,412 42 9,372 Q0003158941 0001 0001

COUNTY OF HIDALGO
1902 JOE STEPHENS AVE.
WESLACO, TX 78596

Date	Invoice Number	Reference	Gross Amount	Gross Adjustment	Description	Net Amount
12/06/07	800\$120707		300.00	.00		300.00
863 AWS	RGV LIVE STOCK SHOW BOTH SPACE Rio Grande Valley formerly Rio Grande Valley					
			300.00	.00		300.00

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER. DO NOT CASH IF THE WORD VOID IS VISIBLE

AWIN MANAGEMENT, INC.
C/O Allied Waste North America, Inc.
C/O Browning Ferris Industries, Inc.
18500 N Allied Way
Phoenix AZ 85054

BANK OF AMERICA

CHECK NO. 3158941 52-165 / 112

Date 12/14/07 Net Amount

PAY EXACTLY
THREE HUNDRED AND 00/100 DOLLARS

*******300.00

Void if over 180 days old

TO THE ORDER OF
COUNTY OF HIDALGO
1902 JOE STEPHENS AVE.
WESLACO, TX 78596

Patricia Kuhl

DOCUMENT CONTAINS A TRUE WATERMARK. DO NOT CASH IF THE WATERMARK IS NOT VISIBLE. SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES.

⑈0003158941⑈ ⑆011201539⑆ 000080231000⑈

AI-7600 **14.A.5.**

Internal Revenue Code 457 Deferred Compensation Plan
CC REGULAR

Date: 01/30/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval to extend acceptance date from February 6, 2008 to February 27, 2008 (through publication) for the RFP-"Internal Revenue Code 457 Deferred Compensation Plan" for Hidalgo County in order to attract more participation for project in as much as no requests or inquiries for procurement packet have been received.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 10:55 PM	APRV
2	Budget & Management		01/25/2008 07:34 AM	PEND
3	Ivan Cantu	Ivan Cantu	01/24/2008 08:19 AM	APRV
4	Auditor's Office	Linda Fong	01/24/2008 04:34 PM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 07:33 AM	APRV

Form Started By: Gricelda Villarreal Started On: 01/22/2008 02:20 PM

Final Approval Date: 01/25/2008

AI-7608 **14.A.6.**

Crushed Caliche

CC REGULAR

Date: 01/30/2008
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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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 Martin Marietta Material and Frontera Materials for Flexible Base Material (Crushed Caliche)

BACKGROUND

Letters from Vendor and Departments
Not all vendors or departments had provided signature page by agendas dateline.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1201-431-00-121-005-0-673
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Precinct No. 1

FISCAL YEAR: 2008 **ACCT. #:** 1201-431-00-121-005-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Precinct No. 2

FISCAL YEAR: 2008 **ACCT. #:** 1203-431-00-123-005-0-673 & 7311
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Precinct No. 3

FISCAL YEAR: 2008 **ACCT. #:** 1204-431-00-124-007-0-731 & 734

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

BUDGETARY IMPACT:

Precinct No. 4

Attachments

Link: crushed caliche

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 04:33 PM	APRV
2	Budget & Management		01/25/2008 07:34 AM	PEND
3	Rey Salazar	Rey Salazar	01/24/2008 02:59 PM	APRV
4	Auditor's Office	Linda Fong	01/24/2008 04:37 PM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 07:33 AM	APRV

Form Started By: Mary Maldonado Started On: 01/23/2008 10:52 AM

Final Approval Date: 01/25/2008

PURCHASING DEPARTMENT
County Of Hidalgo

January 23, 2008

Mr. Jason Hilley
Martin Marietta Materials
5233 I-H 37 C-16
Corpus Christi, Tx 78408

Re: Flexible Base Material (Crushed Caliche)

Dear Mr. Hilley:

Commissioners' Court will take applicable action (Tuesday, January 29,2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current requirement agreement (under the same rates, terms and conditions). Effective date of renew/extension is March 2, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, 5:00p.m., Thursday, January 24, 2008, 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

PURCHASING DEPARTMENT
County Of Hidalgo

January 23, 2008

Mr. Barry M. Ehlinger
Frontera Materials, Inc.
PO Box 1917
Weslaco, Texas 78599

Re: Flexible Base Material (Crushed Caliche)

Dear Mr.Ehlinger:

Commissioners' Court will take applicable action (Tuesday, January 29,2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current requirement agreement (under the same rates, terms and conditions). Effective date of renew/extension is March 2, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, 5:00p.m., Thursday, January 24, 2008, 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

MEMORANDUM
HIDALGO COUNTY PURCHASING DEPARTMENT

TO: **Commissioner Sylvia Handy**
Hidalgo County Precinct No. 1

ATTN: **Noe Montez/Joseph Palacios**

FROM: **Mary A. Maldonado Contracts Manager**

DATE: **January 23, 2008**

RE: **Flexible Base Material (Crushed Caliche)**

THE CONTRACT FOR FLEXIBLE BASE MATERIAL(CRUSHED CALICHE) EXPIRE ON MARCH 3, 2008. THE COUNTY HAS THE OPTION TO EXTEND FOR ANOTHER ONE (1) YEAR PERIOD.

PLEASE ACKNOWLEDGE. RECEIPT BY SIGNING AND MARKING YES OR NO BELOW AND RETURN TO THE PURCHASING DEPARTMENT VIA FACSIMILE TO (956) 318-2629.

✓ YES I WOULD LIKE TO EXTEND

ACCOUNT (S) # 8-1201-431-00-121-005-0 673
8-1201-431-00-121-005-0-731
7-1336-431-00-121-041-0-731
or year 08.

____ NO I DO NOT WISH TO EXTEND

SIGNATURE Noe Montez

PRINTED NAME NOE MONTEZ

DATE 1/24/08

IF YOU REQUIRE ADDITIONAL INFORMATION PERTAINING TO THIS MATTER PLEASE CONTACT ME AT (956) 318-2626.

THANK YOU

MEMORANDUM
HIDALGO COUNTY PURCHASING DEPARTMENT

TO: **Commissioner Hector Palacios**
Hidalgo County Precinct No. 2

ATTN: **Ricardo Cuellar, Field Operations Director**

FROM: **Mary A. Maldonado Contracts Manager**

DATE: **January 23, 2008**

RE: **Flexible Base Material (Crushed Caliche)**

THE CONTRACT FOR FLEXIBLE BASE MATERIAL(CRUSHED CALICHE) EXPIRE ON MARCH 3, 2008. THE COUNTY HAS THE OPTION TO EXTEND FOR ANOTHER ONE (1) YEAR PERIOD.

PLEASE ACKNOWLEDGE. RECEIPT BY SIGNING AND MARKING YES OR NO BELOW AND RETURN TO THE PURCHASING DEPARTMENT VIA FACSIMILE TO (956) 318-2629.

_____ YES I WOULD LIKE TO EXTEND

ACCOUNT # _____

_____ NO I DO NOT WISH TO EXTEND

SIGNATURE _____

PRINTED NAME _____

DATE _____

IF YOU REQUIRE ADDITIONAL INFORMATION PERTAINING TO THIS MATTER PLEASE CONTACT ME AT (956) 318-2626.

THANK YOU

MEMORANDUM
HIDALGO COUNTY PURCHASING DEPARTMENT

TO: **Commissioner Joe Flores**
Hidalgo County Precinct No. 3

ATTN: **Saul Ramirez, Field Operations Director**

FROM: **Mary A. Maldonado Contracts Manager**

DATE: **January 23, 2008**

RE: **Flexible Base Material (Crushed Caliche)**

THE CONTRACT FOR FLEXIBLE BASE MATERIAL(CRUSHED CALICHE) EXPIRE ON MARCH 3, 2008. THE COUNTY HAS THE OPTION TO EXTEND FOR ANOTHER ONE (1) YEAR PERIOD.

PLEASE ACKNOWLEDGE. RECEIPT BY SIGNING AND MARKING YES OR NO BELOW AND RETURN TO THE PURCHASING DEPARTMENT VIA FACSIMILE TO (956) 318-2629.

✓ YES I WOULD LIKE TO EXTEND

ACCOUNT # B-1203-431-00-123-005-0-673 + 731

_____ NO I DO NOT WISH TO EXTEND

SIGNATURE Norma L Ceballos

PRINTED NAME Norma L. Ceballos

DATE 01-23-08

IF YOU REQUIRE ADDITIONAL INFORMATION PERTAINING TO THIS MATTER PLEASE CONTACT ME AT (956) 318-2626.

THANK YOU

MEMORANDUM
HIDALGO COUNTY PURCHASING DEPARTMENT

TO: **Commissioner Oscar Garza, Jr.**
Hidalgo County Precinct No. 4

ATTN: **Manuel Carranza,**

FROM: **Mary A. Maldonado Contracts Manager**

DATE: **January 23, 2008**

RE: **Flexible Base Material (Crushed Caliche)**

THE CONTRACT FOR FLEXIBLE BASE MATERIAL(CRUSHED CALICHE) EXPIRE ON MARCH 3, 2008. THE COUNTY HAS THE OPTION TO EXTEND FOR ANOTHER ONE (1) YEAR PERIOD.

PLEASE ACKNOWLEDGE. RECEIPT BY SIGNING AND MARKING YES OR NO BELOW AND RETURN TO THE PURCHASING DEPARTMENT VIA FACSIMILE TO (956) 318-2629.

_____ YES I WOULD LIKE TO EXTEND

ACCOUNT # _____

_____ NO I DO NOT WISH TO EXTEND

SIGNATURE _____

PRINTED NAME _____

DATE _____

IF YOU REQUIRE ADDITIONAL INFORMATION PERTAINING TO THIS MATTER PLEASE CONTACT ME AT (956) 318-2626.

THANK YOU

AI-7613 **14.A.7.**

Approval to Execute agreement with Hinojosa Engineering for the New Hidalgo County Government Facility

CC REGULAR

Date: 01/30/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and approval to execute a professional engineering services contract/agreement for the provision of a topographic survey with Hinojosa Engineering, Inc. for the "Hidalgo County New Goverment Facility" as authorized & approved for negotiations by CC on 10/30/07.

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:

Engineer services are with an estimated amount of $3,000.00
Available Balance as of 1-24-08 $1,859,375.00 for calendar year 2007. Balance will rollover for calendar year 2008 after period 13 closes.

Attachments

Link: Hinojosa Engineering Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 11:04 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 07:54 AM	APRV
3	Ivan Cantu	Ivan Cantu	01/24/2008 08:29 AM	APRV
4	Auditor's Office	Linda Fong	01/24/2008 04:57 PM	APRV
5	Martha Salazar		01/25/2008 05:48 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/23/2008 11:16 AM

Final Approval Date: 01/25/2008

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES

C-07-128A-01-29

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Hinojosa Engineering, Inc., Professional Engineers of Mission, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Topographic Survey Services for, "New Hidalgo County Government Center," for Hidalgo County.

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 on-site civil engineering plans 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 project with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of and fulfillment of this Agreement, as identified in **EXHIBIT "A" - *Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

ARTICLE 3
Period of Service

Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business upon completion of this project (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 7 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 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees,

however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer**

notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 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 Scope of Services as provided

by the engineer, the **Owner** shall review the approved Scope of Services 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 Scope of Services, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, 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 Scope of Services goals sooner than anticipated.

ARTICLE 5
Compensation and Fees

For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services*** will be in the estimated amount of **$3,000.00**, subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT C-** ***Fee Breakdown*** attached. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon

presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

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. 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 identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified 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.

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 for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial

payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, or (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement. 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. 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**.

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 8 hereof, or changes or revisions in work, as identified in

Article 9 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 8. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 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 9
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**.

9.1 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.

ARTICLE 10
Ownership and Release of Documents

10.1 Ownership of Documents.

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.

ARTICLE 11
Records, Accounting, Inspection

The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 12
Subcontracting and Assignment

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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 sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. 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 13
Engineer's Seal, Responsibility and Warranties

13.1 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.

13.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed, 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 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.

ARTICLE 14
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.

14.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

14.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and

required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

14.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 15
Indemnification

To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or

entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 16
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 17
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 15 and Article 16 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 15 and Article 16 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 "E"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 18
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 19
Payment of Franchise Tax

The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 20
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 21
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
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Engineer: Hinojosa Engineering Inc.
108 W. 18th Street

Mission, Texas 78572

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 22
Miscellaneous Provisions

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

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(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 7 herein.

ARTICLE 23
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.

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IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 23rd day of January, 2007.

ENGINEER:

HINOJOSA ENGINEERING, INC.

BY: _____
Ricardo Hinojosa, P.E.
President

OWNER:
HIDALGO COUNTY

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BY: _____
Juan D. Salinas, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to form: **Approved by Commissioners' Court on January 24, 2007**

Atlas & Hall L.L.P.

_____
By: Stephen L. Crain

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	-Fee Breakdown
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Certificate of Insurance (*Hidalgo County*)

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 **Hidalgo County Government Center- Surveying**

The **Owner** will provide to the **Engineer** the following:

General - Deliverables

EXHIBIT "B"

Services to be provided by the Engineer

Hidalgo County Government Center Building - Surveying

The following is a list of detailed descriptions of ***basic*** and ***special*** services to be provided by the **Engineer**:

Hinojosa Engineering, Inc. basic services:

- Topographic Survey for New Hidalgo County Government Center

Hinojosa Engineering, Inc
Fee Schedule

Topographic Survey Services for New Hidalgo County Government Center for the amount of $3,000.00 (Three Thousand dollars) for On-Site Surveying Only.

1.	Topographic Survey	=	$ 3,000.00

Exhibit D

Engineer and Surveyors Contract Rates

1. Principal	-	$85.00/Hr.
2. Engineer	-	$75.00/Hr.
3. Engineer Technician	-	$60.00/Hr.
4. CADD Technician	-	$40.00/Hr.
5. R.L.P.S.	-	$80.00/Hr.
6. Survey Crew	-	$75.00/Hr.
7. GPS Survey Crew	-	$88.00/Hr.
8. Clerical	-	$25.00/Hr.

Policy Number:

Date Entered: 1/8/2008

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2008

PRODUCER
Davis Insurance Agency
2030 E. Griffin Parkway
Mission, Texas 78572

Phone: (956)581-9838
Fax: (956)519-1524

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
HINOJOSA ENGINEERING, INC.
RICARDO HINOJOSA
108 W 18TH ST
MISSION, TX 78572

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FARMERS INSURANCE EXCHANGE	
INSURER B: FARMERS TEXAS COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INSURANCE CO	
INSURER D: ADMIRAL INSURANCE CO	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ VALUABLE PAPERS ☐ $100,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	07599-47-89	1/31/2007	1/31/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $
B		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	07599-48-62	1/31/2007	1/31/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0001163515	12/14/2007	12/14/2008	WC STATU-TORY LIMITS ☒ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $1,000,000 $1,000,000 $1,000,000
D		OTHER PROFESSIONAL LIABILITY	EO00003057-03	2/15/2007	2/15/2008	PER CLAIM AGGREGATE	$1,000,000 $1,000,000

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

CERTIFICATE HOLDER

MARTHA L SALAZAR, CPPB PURCHASING AGENT
HIDALGO COUNTY PURCHASING DEPARTMENT
2802 S BUSINESS HWY 281
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

ACORD 25 (2001/08)

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AI-7610 **14.A.8.**

Hidalgo County Pool of Professional Services -Request for acceptance CC REGULAR

Date: 01/30/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration and acceptance of "Pool" (as listed on the RFQ Acceptance Sheet attached hereto) of pre-qualified firms submitting Statements of Qualifications for ranking on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

a). "Engineering Services" -(RFQ No. 2008-001-01-16-VYG)
b). "Architectural Services"- (RFQ No. 2008-002-01-16-MSS)
c). "Construction Materials Testing" -(RFQ No. 2008-003-01-16-ROL)
d). "Real Estate Appraisers- (RFQ No: 2008-004-01-16-OTM)
e). Surveyors" (RFQ No. 2008-004-01-16-OTM)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** County Wide
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will need to be determined on an "As needed basis", prior to the project(s) start.

Attachments

Link: Architects
Link: Participating Architects
Link: Construction Testing Materials (Participation Log & Pool)
Link: Appraisers Pool
Link: Surveyors Pool

Link: Appraisers & Surveyors Participation Log

Link: Engineers

Link: Participating Engineers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2008 11:09 AM	APRV
2	Budget & Management		01/25/2008 07:34 AM	PEND
3	Dale Kennan	Dale Kennan	01/24/2008 02:27 PM	APRV
4	Auditor's Office	Linda Fong	01/24/2008 05:06 PM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 07:34 AM	APRV

Form Started By: Moises Salazar Started On: 01/23/2008 11:09 AM

Final Approval Date: 01/25/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES** | RFQ NO.: **2008-002-01-16-MSS**

RFQ ACCEPTANCE DATE: **January 16, 2008** | ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 **through** February 8, 2009

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION													
		DESIGN AND CONSTRUCTION OF MULTI-LEVEL PARKING STRUCTURES	PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA COMPLIANCE	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#01	**Reynaldo Vargas, Architect, Inc. dba V-A Architecture** 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 E-mail: vaarchi@aol.com	√	√	√	√	√	√	√	√	√	√	√	√	√	
#02	**Mata Villarreal Garcia Design Group, LLP** 201 S. 10th St. Suite 2 Mc Allen, TX 78501 Attn: Fernando Mata, AIA, Principal (956) 631-1945 Fax: (956) 631-1968 E-mail: fmata@mvgdesign.us		√	√				√	√	√	√	√			
#03	**Di Stefano/Santopetro Architect, INC.** 729 N. Ware Road, Suite 105 McAllen, TX 78501 Attn: Joseph M. Santopetro, AIA, Principal (956) 683-1958 Fax: (956) 683-1965 E-mail: j.santopetro@dsarchitectsinc.com	√	√	√		√	√	√	√	√	√	√	√	√	
#04	**GIGNAC & Associates, LLP** 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 E-mail: rgignac@gignac-associates.com	√	√	√	√	√	√	√	√	√	√	√		√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES** | RFQ NO.: **2008-002-01-16-MSS**

RFQ ACCEPTANCE DATE: **January 16, 2008** | ACCEPTANCE TIME: **9:30 A.M.**

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RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION													
		DESIGN AND CONSTRUCTION OF MULTI-LEVEL PARKING STRUCTURES	PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA COMPLIANCE	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#05	**ERO International, LLP** 300 South 8th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 E-mail: eochoa@erointernational.com WEB: www.erointernational.com	√	√	√	√	√	√	√	√	√	√	√	√	√	
#06	**Gomez Mendez Saenz, Inc.** 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President (956) 546-0110 Fax: (956) 546-0196 E-mail: rudyg.gms@bizrgv.rr.com		√	√	√	√	√	√	√	√	√	√	√	√	
#07	**Rike Ogden Figueroa Allex Architects, Inc.** 1007 Walnut Ave. Mc Allen, TX 78501 Attn: Luis A. Figueroa, Principal (956) 686-7771 Fax: (956) 687-3433 E-mail: luis@rofainc.com		√	√	√	√			√	√	√			√	
#08	**Milnet Architectural Services** 608 S. 12th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 E-mail: milnet@swbell.net					√	√		√	√				√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES** | RFQ NO.: **2008-002-01-16-MSS**

RFQ ACCEPTANCE DATE: **January 16, 2008** | ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION													
		DESIGN AND CONSTRUCTION OF MULTI-LEVEL PARKING STRUCTURES	PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA COMPLIANCE	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#09	**IDE*A Group, Inc.** 1409 Galveston Ave. Mc Allen, TX 78501 Attn: Jesus Bustos, Principal (956) 686-6806 Fax: (956) 686-5704 E-mail: ideagrp95@sbcglobal.net		√	√		√		√	√	√	√			√	
#10	**AMTECH Building Sciences, Inc.** 2708 N. 10th St., Suite C, PMB #371 McAllen, TX 78501 Attn: Michael D. Hovar, AIA (956) 686-3095 Fax: (956) 686-2233 mida@architectos.com	√	√		√		√		√	√			√		
#11	**Alcocer Garcia Associates Design Consulting** 1333 East Jasmine Ave. Mc Allen, TX 78501 Attn: Eduardo Alcocer, Partner/Project Manager (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671 E-mail: edo@agadc.com, or george@agadc.com WEB: www.agadc.com	√	√	√	√	√	√	√	√	√	√	√	√	√	
#12	**Alamo Architects** 1512 South Flores San Antonio, TX 78204 Attn: Gerald E. Lammers, Principal (210) 227-2612 Fax: (210) 227-2612 E-mail: jerry@alamoarchitects.com	√	√	√	√	√	√	√	√	√	√	√		√	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: January 16, 2008 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY -ARCHITECTURAL SERVICES"
RFQ NO: 2008-002-01-16-MSS

NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
Negrete Kolar Architects 204 E. Stubbs St. Edinburg, TX 78539	e-mail and Velocity 01/08/08	**confirmed receipt via e-mail**	**01-03-08**	Attn: David Negrete, AIA, Partner (956) 386-0611 Fax: (956) 386-0613 Mobile: (512) 461-8810 E-mail: dnegrete@nekoarch.com
Frank P. Key & Associates, Architects 1100 E. Jasmine Avenue, Suite 104 Mc Allen, TX 78501	e-mail	**read confirmation**	**01-03-08**	Attn: Frank P. Key, AIA, Owner (956) 664-1110 Fax: (956) 664-1113 E-mail: frankkey@sbcglobal.net frank@frankkeyarchitect.com
IDE*A Group, Inc. 1409 Galveston Ave. Mc Allen, TX 78501	e-mail	**confirmed receipt via e-mail**	**01-03-08**	Attn: Jesus Bustos, Principal (956) 686-6806 Fax: (956) 686-5704 E-mail: ideagrp95@sbcglobal.net
Milnet Architectural Services 608 S. 12th Street McAllen, TX 78501	e-mail	**confirmed receipt via e-mail**	**01-03-08**	Attn: Rodolfo R. Molina Jr., Principal (956) 688-5656 Fax: (956) 687-9289 E-mail: milnet@swbell.net
Rike Ogden Figueroa Allex Architects, Inc. 1007 Walnut Ave. Mc Allen, TX 78501	e-mail	**confirmed receipt via e-mail**	**01-03-08**	Attn: Luis A. Figueroa, Principal (956) 686-7771 Fax: (956) 687-3433 E-mail: luis@rofainc.com
Mata Villarreal Garcia Design Group, LLP 201 S. 10th St. Suite 2 Mc Allen, TX 78501	IP	-via Rio Express Delivery, Inc. by Mata Villarreal	**01-03-08**	Attn: Fernando Mata, AIA, Partner (956) 631-1945 Fax: (956) 631-1968 E-mail: fmata@mvgdesign.us
Reynaldo Vargas, Architect, Inc. dba V-A Architecture 2029 Industrial Drive Mc Allen, TX 78504	e-mail	**confirmed receipt via phone conversation with Sonia**	**01-03-08**	Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 E-mail: vaarchi@aol.com **v-aarchitecture@att.net**
RABA KISTNER CONSULTANTS 800 E. Hackberry McAllen, TX 78501	VELOCITY	**Sent out by Vangie with Engineering RFQ Packet**	**01-03-08**	Attn: Martin Vila, P. E. Vice President (956) 682-5332 Fax: (956) 682-5487 E-mail: mvila@rkci.com
Alcocer Garcia Associates Design Consulting 1333 East Jasmine Ave. Mc Allen, TX 78501	e-mail	**read confirmation**	**01-04-08**	Attn: Eduardo Alcocer, Partner/Project Manager (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671 E-mail: edo@agadc.com, or george@agadc.com
TAG International 901 South Mopac, Bldg 5 Suite 110 Austin, TX 785746	e-mail	**read confirmation**	**01/07/08**	**Attn: Bruce Jackson** (512) 328-1010 **Fax (512) 328-3003** **E-mail: bruce.jackson@tagae.com**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: January 16, 2008 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY -ARCHITECTURAL SERVICES"
RFQ NO: 2008-002-01-16-MSS

NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
Alamo Architects 108 King William San Antonio, TX 78204	e-mail	**delivery confirmation and receipt confirmation via phone conversation with Ken Mireles**	**01-04-08**	**Jerry Lammers, AIA, Principal** Attn: Ken Mireles (210) 227-2612 **Fax (210) 227-9457** E-mail: ken@alamoarchitects.com
ERO International, LLP 300 South 8th Street Mc Allen, TX 78501	e-mail	**read confirmation**	**01-04-08**	**Attn: Eli R. Ochoa, PE, AIA** **(956) 661-0400 Fax (956) 661-0401** **Email: eochoa@erointernational.com** **WEB: www.erointernational.com**
Gomez Mendez Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521	e-mail	**read confirmation**	**01-04-08**	**Attn: Rudy V. Gomez, AIA, AICP, President** **(956) 546-0110 Fax: (956) 546-0196** **E-mail: rudyg.gms@bizrgv.rr.com ; susana.gms@bizrgv.rr.com**
GIGNAC & Associates, LLP 222 E. Van Buren, Ste. 102 Harlingen, TX 78550	e-mail	**delivery confirmation**	**01-04-08**	**Attn: Raymond Gignac, Principal** **(956) 365-4820 Fax: (956) 365-4821** **E-mail: rgignac@gignac-associates.com ; lelizondo@gignac-associates.com**
Di Stefano/Santopetro Architect, Inc. 729 N. Ware Road, Suite 105 McAllen, TX 78501	e-mail	**read confirmation**	**01-04-08**	**Attn: Joseph M. Santopetro, AIA, Principal** **(956) 683-1958 Fax: 683-1965** **E-mail: j.santopetro@dsarchitectsinc.com**
AMTECH Building Sciences, Inc. 2708-N. 10th Ste C-371 McAllen, TX 78501	e-mail	**receipt confirmation by Norma via phone conversation**	**01-04-08**	**Attn: Norma, Michael Hovar** **956-682-7070** **E-mail: mida@architectos.com**
Boultinghouse, Simpson & Associates 3301 N. McColl Rd. McAllen, TX 78501	e-mail	**confirmed receipt via e-mail**	**01-04-08**	**Attn: Danny Boultinghouse** **956-360-9494** **E-mail: db@boultinghousesimpson.com**
Diseno, Inc. 101 S. Cage Boulevard Pharr, TX 78577	e-mail	**confirmed receipt via e-mail**	**01-04-08**	**Melissa** **Attn: Ruben Escobar** **956-702-1399** **E-mail: erodriguez@disenoinc.com**
HDR Architecture, Inc. 17111 Preston Rd., Suite 300 Dallas, TX 75248	e-mail	**confirmed receipt via e-mail**	**01-04-08**	**Attn: Richard Martinez** **972-960-4000** **E-mail: richard.martinez@hdrinc.com**
Integrated Marketing Systems 945 Hornblend St. Suite G San Diego, CA 92109	e-mail	**read confirmation**	**01-04-08**	**Attn: Adam Paulicek** **858-490-8800** **E-mail: tx1@imsinfo.com**
Kell Munoz Architects 1105 E. Tyler Harlingen, TX 78550	e-mail	**receipt confirmed**	**01-04-08**	**Attn: Kell Munoz** **956-428-1703** **E-mail: munoz@kellmunoz.com**
Lockwood, Andrews & Newman, Inc. 2925 Briarpark Dr., Suite 500 Houston, TX 77042	e-mail	**read confirm**	**01-04-08**	**Attn: George Juomville** **713-266-6900** **info@lan-inc.com**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: January 16, 2008 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY -ARCHITECTURAL SERVICES"
RFQ NO: 2008-002-01-16-MSS

NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
Polkinghorn Group Architects 1418 Beech Ave., Suite 126 McAllen, TX 78501	e-mail	**confirmed receipt via e-mail**	**01-07-08**	**Attn: Renita Works** **512-327-4404** **renitaw@pgarchitects.com**
Halff Associates, Inc. 4600 W. Military, Suite 700 McAllen, TX 78503	e-mail	**confirmed receipt via e-mail**	**01-04-08**	**Attn: Joey Trevino** **956-664-0286** **E-mail: jtrevino@halff.com**
Water Mark Design Solutions 703 McKinney Ave. Suite 402 Dallas, TX 75202	e-mail	**receipt confirmed**	**01-04-08**	**Attn: Steve Jackson** **214-880-1700** **E-mail:** **sjackson@archbuildsolutions.com**
Rees Associates, Inc. **1801 N. Lamar St., Suite 600** **Dallas, TX 75202**	e-mail	**receipt confirmed**	**01-04-08**	**Attn: Jane M. Parker** **214-522-7337 Fax: 214-522-044** **E-mail: mjp@rees.com**
Texas Design Concepts Inc. (TDCI) **301 North Cage Blvd., Suite 2-B** **Pharr, TX 78577**	**e-mail**		**01-04-08**	**Attn: Jose A. Lopez, AIA/ASID, Principal** **(956) 783-1229 Fax: (956) 783-1240** **E-mail: TDCI@TDCI.us**
Lopez & Lopez Architects, Inc. **1101 N. Cage, Suite C4** **Pharr, TX 78577**		**Attn: Jose A. Lopez**	**01-04-08**	**Attn: Jose A. Lopez** **956-783-1229**
Alvarado Architects & Associates, Inc. **307 South Main St.** **Donna, TX 78537**	**Velocity**		**01-04-08**	**Attn: Erasmo Alvarado** **956-464-8258**
MAC TEC Engineering and Consulting Inc. **3520 Executive Cntr. Drive Suite 200** **Austin, TX 78731**	e-mail		**01-07-08**	**Attn: Jane Allen Carter** **512-795-0360** **jmcarter@mactec.com**

VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PURCHASING VENDOR LIST MAIL OUT (PVLM)
E-MAIL

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 16, 2008
RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/DESCRIPTION: HIDALGO COUNTY - "CONSTRUCTION MATERIALS TESTING"

RFQ NO: 2008-003-01-16-ROL

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE/FAX NO's.
1. TERRACON CONSULTANTS, INC. JORGE A. FLORES, P. G. or MURPHY G. SCURRY, E.I.T.	MAIL AND EMAIL	RF	1-2-08	1506 MID-CITIES DRIVE PHARR, TEXAS 78577 PH. # (956) 283-8254 FAX# (956) 283-8279 laalanis@terracon.com , drash@drashce.com
2. MILLENIUM ENGINEERS GROUP (M.E.G.) RAUL PALMA, P.E.	MAIL AND EMAIL	RF	1-2-08	P. O. BOX 4569 - 705 DAWSON DRIVE EDINBURG, TEXAS 78540-4569 PH. # (956) 383-8522 FAX# (956) 383-0295 megengineers@aol.com
3. RABA-KISTNER CONSULTANTS, INC. STANLEY M. WILCOX	MAIL AND EMAIL	RF	1-2-08	800 EAST HACKBERRY McALLEN, TEXAS 78501 PH. # (956) 682-5332 FAX# (956) 682-5487 swilcox@rkci.com , jarmstrong@rkci.com , www.rkci.com
4. I. & G ENGINEERING LABORATORY, LLC. JACINTO GARZA, P.E.	MAIL AND EMAIL	RF	1-2-08	2100 WEST EXPRESSWAY 83 MERCEDES, TEXAS 78570 PH. # (956) 565-0760 FAX# (956) 565-6746 jacinto@lgengineers.com
5. PROFESSIONAL SERVICES INDUSTRIES INC. (PSI) JAIME CANTU, P.E. RUDY MARTINEZ, BRANCH MANAGER	MAIL AND EMAIL	RF	1-2-08	2020 NORTH LOOP 499, SUITE 302 HARLINGEN TEXS 78550 PH. # (956) 383-8522 FAX# (956) 682-5487 Jaime.cantu@psiusa.com

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: January 16, 2008 | **RFQ/P OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ/P : "CONSTRUCTION MATERIALS TESTING"

BID NO: 08-003-01-16-ROL

RFQ	NAME OF COMPANY	AREAS OF SPECIALIZATIONS									
		OTHER	CONSTRUCTION MATERIAL TESTING	CIVIL	STRUCTURAL	GEOTECHNICAL	MEP (MECH/ELEC/PLUMB)	LANDFILL	ENVIRON-MENTAL	HIGHWAY	FORENSIC STUDIES
1.	**RABA-KISTNER CONSULTANTS, INC.** STANLEY M. WILCOX 800 EAST HACKBERRY McALLEN, TEXAS 78501 PH. # (956) 682-5332 FAX # (956) 682-5487 swilcox@rkci.com , jarmstrong@rkci.com , www.rkci.com	*		*	*	*	*		*	*	
2.	**TERRACON CONSULTANTS, INC.** JORGE A. FLORES, P. G. or MURPHY G. SCURRY, E.I.T. 1506 MID-CITIES DRIVE PHARR, TEXAS 78577 PH. # (956) 283-8254 FAX # (956) 283-8279 laalanis@terracon.com , drash@drashce.com	*	*			*			*		
3.	**MILLENIUM ENGINEERS GROUP (M.E.G.)** RAUL PALMA, P.E. P. O. BOX 4569 - 705 DAWSON DRIVE EDINBURG, TEXAS 78540-4569 PH. # (956) 383-8522 FAX # (956) 383-0295 megengineers@aol.com		*	*		*					
4.	**L & G ENGINEERING LABORATORY, LLC.** JACINTO GARZA, P.E. 2100 WEST EXPRESSWAY 83 MERCEDES, TEXAS 78570 PH. # (956) 565-0760 FAX # (956) 565-6746 jacinto@lgengineers.com			*		*			*	*	

5.	PROFESSIONAL SERVICES INDUSTRIES INC. (PSI) JAIME CANTU, P.E. RUDY MARTINEZ, BRANCH MANAGER 2020 NORTH LOOP 499, SUITE 302 HARLINGEN TEXS 78550 PH. # (956) 383-8522 FAX# (956) 682-5487 Jaime.cantu@psiusa.com			*	*	*			*		

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: January 16, 2008

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 08-004-001-06-OTM **Effective Period:** February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
		APPRAISERS
#01	**HLH Appraisal Service** **Harvey L. Heerseen** **6107 Aberton Forest Drive** **Houston, Texas 77084** **Ph#(281) 855-7763 office** **Cell (281) 799-5652** **heerseen@sbcglobal.net**	√
#02	**Robinson, Duffy & Barnard, LLP.** **Bryan S. Duffy, MAI** **1906 East Tyler Avenue, Suite C** **Harlingen, Texas 78550** **Ph#(956)428-4480** **Fax#(956)428-4154** **bduffy@rdbllp.com**	√
#03	**Leonel Garza, Jr. & Associates, LLC.** **Leonel Garza, III, Owner** **1419 Dove, Suite 1** **McAllen, Tx 78504** **Ph.# (956) 687-7295** **Fax.# (956) 687-9236** **leonel3@aol.com**	√
#04	**Aguirre and Patterson, Inc.** **Joe Patterson, President** **3315 N. McColl Road** **McAllen, Texas 78501** **Ph#(956)686-4532** **Fax#(956) 686-6011** **patterson@bixrgv.rr.com**	√
#05	**Professional Appraisal Service, Inc.** **John H. Malcolm, Jr. - President** **PO Box 3722** **McAllen, Tx 78502** **Ph.# (956) 687-9535 Fax.# (956) 687-9539** **jmalcom@proappraisal.com**	√

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: January 16, 2008

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 08-004-01-16-OTM **Effective Period:** February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
		SURVEYORS
#01	**Rio Delta Surveying** **Jose Mario Gonzalez, Land Surveyor - President** **8207 Mateo Escobar** **Monte Alto, Tx 78538** **Ph.# (956) 380-5154** **Fax.# (956) 380-5156** **jmgonzalezrpls@msn.com**	√
#02	**J E Saenz & Associates, Inc.** **Jose E. Saenz, President** **211 E. Wisconsin** **Edinburg, Tx 78539** **Ph.# (956) 383-2984** **Fax.# (956) 383-3736** **jacalifa@jesaenz.com**	√
#03	**Millennium Engineers Group, Inc.** **Raul Palma, President** **705 Dawson Drive** **Edinburg, Tx 78540-4569** **Ph.# (956) 383-8522** **Fax.# (956) 383-0295** **meg@meengineers.com**	√
#04	**R. Gutierrez Engineering Corp.** **Ramiro Gutierrez, P.E. President** **130 E. Park** **Pharr Tx 78577** **Ph.# 782-2557** **Fax#(956)782-2558** **office@rgutierrezengineering.com**	√
#05	**Rodriguez Engineering** **Leo L. Rodriguez, Jr** **5602 E. Iowa Rd. (PO Box 1830)** **Edinburg, Texas 78540** **Ph#(956)491-1013** **Fax#(956)380-2775** **ATM1963@HOTMAIL.COM**	√

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: January 16, 2008

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 08-004-01-16-OTM **Effective Period:** February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
		SURVEYORS
#06	**Dos Land Surveying** **Eric Ybarra, President** **2811 E. Mile 9.5** **Donna, Texas 78537** **Ph#(956)246-0064** **Fax#(956)797-4630** **Dlsurveying@gmail.com**	√
#07	**Quintanilla, Headley & Associates** **Alfonso Quintanilla, President** **124 E. Stubbs St.,** **Edinburg, Tx 78539** **Ph.# (956) 381-6480** **Fax.# (956) 381-0527** **quintanillaheadley@sbcglobal.net**	√
#08	**Hinojosa Engineering, Inc** **Wilfredo Ricardo Hinojosa, Pres** **108 W. 18th Street** **Mission, Texas 78572** **Ph#(956) 581-0143** **Fax#(956)581-2074** **hinojosaenginc@aol.com**	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFQ&P-RFI

RFQ ACCEPTANCE DATE: January 16, 2008 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "Real Estate Appraisers and Surveyors-Hidalgo County"

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

	NAME OF SUBMITTER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01.	Professional Appraisal Service, Inc.	velocity express	OLGA T. MONTERO		PO Box 3722 McAllen, Texas 78502 687-9535 687-9539 Fax
02.	Rio Delta Surveying	Mail	OLGA T. MONTERO		323 W. Cano, Suite 101 Edinburg, Texas 78539 380-5154 380-5156 Fax
03.	Quintanilla, Headley & Associates	velocity express	OLGA T. MONTERO		124 E. Stubbs Street Edinburg, TX 78539 381-6480 381-0527 Fax
04.	Millennium Engineers Group, Inc.	velocity express	OLGA T. MONTERO		705 Dawson Drive Edinburg, TX 78539 383-8522 383-0295 Fax
05.	Aranda & Associates	velocity express	OLGA T. MONTERO		1552 Dove Avenue McAllen, Texas 78504 631-0944 631-0992 Fax
06.	CVQ Land Surveyors	velocity express	OLGA T. MONTERO		517 Beaumont Avenue McAllen, Texas 78501 618-1551 618-1547 Fax
07.	Triple "R" Realty & Appraisal Service, Inc.	velocity express	OLGA T. MONTERO		121 W. Samano Street Edinburg, Texas 78539 380-0397 380-0410 Fax
08.	R. Gutierrez Engineering	Mail	OLGA T. MONTERO		130 E Park Avenue Pharr, Texas 78577 782-2557 782-2558 Fax

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFQ&P-RFI

RFQ ACCEPTANCE DATE: November 08, 2006 **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "Real Estate Appraisers and Surveyors-Hidalgo County"

RFQ NO: 2006-362-11-08-otm

	NAME OF SUBMITTER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
09.	Leonel Garza Jr. & Associates	velocity express	OLGA T. MONTERO		1419 Dove, Suite 1 Mcallen, Texas 78504 687-7295 687-9236 Fax
10.	JE Saenz & Associates, Inc.	velocity express	OLGA T. MONTERO		211 E. Wisconsin Edinburg, Texas 78539 383-2984 383-3736 Fax
11.	Hinojosa Engineering, Inc.	Mail	OLGA T. MONTERO		108 W. 18th Street Mission, Texas 78572 581-0143 581-2074 Fax
12.	Melden & Hunt, Inc.	velocity express	OLGA T. MONTERO		115 West McIntyre Street Edinburg, Texas 78541 381-0981 381-1839 Fax
13.	Guzman & Munoz Engineering and Surveying, Inc.	Mail	OLGA T. MONTERO		913 E. Harrison, Suite 14 Harlingen, Texas 78550 425-1330 425-1685
14.	Sroggin Appraisal Services 668-7478 // 668-1728 fax	velocity express	Olga T.Montero		1124 Pecan Bldv Mcallen Texas 78501
15.	L & G Engineering 565-9813	mail	Olga T. Montero		2100 W. Expressway Mercedes Tx 78570
16.	Dannenbaum Eng. LLC	velocity express mail	Olga T. Montero		1109 W. Nolana Loop Ste 208 McAllen Tx 78504
17.	Rodriguez Engineering	IP	Olga T. Montero		PO Box 1830 Edinburg Tx 78540
18.	Dos Logistics	IP	Olga T. Montero		212 West 3rd Weslaco, Texas 78596
#19	HLH Appraisal Services	fex ex	Olga T. Montero		6107 Aberton Forest Drive Houston Tx 77084
#20	Todd L. Bland	Fex ex	Olga T. Montero		14925 Memorial Drive Ste 200 Houston Texas 77079

#21	Alliance Realty Advisors	Fed Ex	Olga T. Montero		3838 West Davis Suite 315 Conroe Texas 77304
#22	Patricio M. Ahumada	mail	Olga T. Montero		53 Alan a Dale Drive Brownsville Texas 78521
#23	The Real Estate Center	mail	Olga T. Montero		3308 N. Conway Mission Texas 78572
#24	Executive Appraisals	mail	Olga T. Montero		Po Box 5523 Mcallen Texas 78502
#25	Arturo Palacios Management Consultants	mail	Olga T. Montero		PO Box 3613 McAllen Texas 78502
#26	Aguirre & Patterson Inc	Mail	Olga T. Montero		3315 N. McColl McAllen Texas 78501
#27	Perez Appraisal Service	mail	Olga T. Montero		6901 N. 34th Street McAllen Texas 78501
#28	S & R Appraisal	mail	Olga T. Montero		10800 North Ware Rd' McAllen Texas 78504
#29	Trevino Real Estate Appraisal Service	mail	Olga T. Montero		1023 S. 14th Street Edinburg Texas 78539

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: 2008-001-01-16-VYG

RFQ ACCEPTANCE DATE: **JANUARY 16, 2008** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**Hinojosa Engineering, Inc.** 108 W. 18TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaeng@aol.com Website: www.hengineering.com	√	√							
#02	**Flores Engineers** 519 W. University Dr. Edinburg, TX 78539 Attn: Raul P. Flores, P. E., Owner (956) 287-7100 Fax: (956) 287-7108 E-mail: floresengineers@yahoo.com	√								
#03	**Raba-Kistner Consultants, Inc.** 800 E. Hackberry McAllen, Texas 78501 Attn: Martin Vila, P. E. , Vice President (956) 682-5332 Fax: (956) 682-5487 E-mail: mvila@rkci.com	√	√	√	√	√	√	√	√	
#04	**KK Engineering Consultant** 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@hiline.net	√					√		√	
#05	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	√								
#06	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, President (956) 383-8522 Fax: (956) 383-0295 E-mail: megengineers@aol.com	√		√			√			√ **Construction Testing Materials**
#07	**Rodriguez Engineering** 211 E. Wisconsin Edinburg, Texas 78539 Attn: Mr. Leo L. Rodriguez, Jr., P.E./R.P.L.S. -President (956) 491-1013 Fax: 383-3736 E-mail: atm1963@hotmail.com	√							√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: 2008-001-01-16-VYG
RFQ ACCEPTANCE DATE: **JANUARY 16, 2008**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#08	**J. E. Saenz & Associates, Inc.** 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com Web: www.jesaenz.com	√							√	
#09	**Cook-Joyce, Inc.** 812 West 11th Street Austin, Texas 78701 Attn: J. Brian Dudley, P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	√					√ Landfill			
#10	**R E Garcia and Associates** 116 N. 12th Avenue Edinburg, TX 78541-3501 Attn: Raul E. Garcia, Owner (956) 381-1061 Fax: (956) 381-1280 E-mail: regaassoc@aol.com	√					√		√	
#11	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi-mcallen.com Web: www.tesdi.com	√					√		√	
#12	**Professional Service Industries, Inc.** 2020 N. Loop 499, Suite 302 Harlingen, Texas 78550 Attn: Rudy Martinez, Branch Manager (956) 423-6826 Fax: (956) 423-5735 E-mail: rudy.martinez@psiusa.com Web: www.psiusa.com	√	√	√			√			
#13	**Gilbert J. Guerra Engineering d/b/a Rio Delta Engineering** 323 West Cano, Suite 100 Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	√								

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: 2008-001-01-16-VYG

RFQ ACCEPTANCE DATE: **JANUARY 16, 2008** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#14	**R. Gutierrez Engineering Corporation** 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: rguteng@sbcglobal.net	√							√	
#15	**Quintanilla, Headley and Associates, Inc.** 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	√					√		√	
#16	**Sigler, Winston, Greenwood & Associates, Inc.** 1604 E. Hwy 83 Weslaco, Texas 78596 Attn: William R. Shea, P.E., President (956) 968-2194 Fax: (956) 968-8300 E-mail:	√	√				√	√		
#17	**L&G Engineering** 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	√	√	√			√		√	
#18	**Dannenbaum Engineering Company - McAllen, LLC** 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	√	√				√		√	
#19	**S&B Infrastructure, Ltd.** 5408 North 10th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail:	√	√		√	√	√	√	√	√ -GIS Services and Database Development.

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: 2008-001-01-16-VYG

RFQ ACCEPTANCE DATE: **JANUARY 16, 2008** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#20	**Civil Systems Engineering, Inc.** P. O. Box 572373 Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@civilsysteng.com Web: www.civilsysteng.com	√					√		√	√ **GIS Applications**
#21	**DOS Logistics** P.O. Box 8337 Weslaco, Texas 78599 (956) 461-5900 Fax: (956) 461-4841 E-mail: info@doslogistics.com Web: www.doslogistics.com	√	√				√		√	
#22	**AMBIOTEC GROUP** 5420 PAREDES LINE RD. BROWNSVILLE, TEXAS 78526 (956) 548-9333 Fax: (956) 548-9399 E-mail: cmmarin@ambiotec.com	√					√			
#23	**BARRERA INFRASTRUCTURE GR0UP (BIG)** 7001 North 10th Street, Suite 300 McAllen, Texas 78504 (956) 687-3355 Fax: (956)992-8801 E-mail: rene@big-engineering.com	√							√	
#24	**CRUZ-HOGAN CONSULTANTS** 605 E. Violet Avenue, Suite 5 McAllen, Texas 78504 (956) 682-5022 Fax: (956 682-5089 E-Mail: Ronnie@cruzhogan.net	√					√			√ **Water & Wastewater Treatment Collection, & Distribution**
#25	**MGARCIA ENGINEEING** 400 Nolana Suite D McAllen, Texas 78504 (956) 687-9421 Fax: 687-3211 E-Mail: mgarciaeng@gmail.com	√								
#26	**TERRACON CONSULTANTS** 1506 Mid-Cites Drive Pharr, Texas 78577 (956) 283-8254 Fax: (956) 283-8279 E-Mail: jaflores@terracon.com			√			√			√ **Construction Testing Materials, & Facilities**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 16 ,2008 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "ENGINEERING SERVICES-HIDALGO COUNTY"

RFQ NO: 2008-001-01-16-VYG

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
Team Integrated Engineering Jim Morgan	Fed-Exp.	Vangie Y. Garcia	01/02/08	10715 Gulfdale, Suite 100 San Antonio, Texas 78503 (P) 210-533-2990 (F) 210-533-1105
Civil Systems Engineering, Inc. Daren LI	Fed-Exp.	Vangie Y. Garcia	01/02/08	9950 West Park Drive Houston, Texas 77063 (P) 713-782-3811 (F) 713-782-3812
P.E. Service Margarita Flores	Fed-Exp.	Vangie Y. Garcia	01/02/08	3730 Kirby Drive, Suite 1175 Houston, Texas 77098 (P) 888-219-0553 (F) 1-888-219-0553
Cook-Joyce, Inc. Steve Cook	Fed-Exp.	Vangie Y. Garcia	01/02/08	812 West Eleventh Austin, Texas 78701 (P) 512-474-9097 (F) 512-474-8463
Arcadis G & M, Inc. Alfons P. Garza	Fed-Exp.	Vangie Y. Garcia	01/02/08	5219 McPherson Road, Suite 426 Laredo, Texas 78041 (P) 956-728-7292 (F)712-4171
BMW Engineering, Inc. Ronald B. Wheaton	Fed-Exp.	Vangie Y . Garcia	01/02/08	410 South Enterprize Parkway Corpus Christi, Texas 78405 (P) 361-299-1801 (F) 361-299-1804
Guzman & Munoz Engineering Jeff McCormick	Velocity	Vangie Y. Garcia	01/02/08	913 East Harrison, Suite 14 Harlingen, Texas 78551 (P) 425-1330 (F) 682-3813
Salinas Engineering & Associates David O. Salinas	Velocity	Vangie Y. Garcia	01/02/08	1015 Sycamore Avenue McAllen, Texas 78501 (P)682-9081 (F) 686-1489
Perez Consulting Services Jorge D. Perez	Velocity	Vangie Y. Garcia	01/02/08	808 Dallas Avenue McAllen, Texas 78501 (P) 631-4482 (F) 682-1545
Leap Engineering, LLC Amber Ambrose	Fed-Exp.	Vangie Y. Garcia	01/02/08	550 Fannin Street, Suite 1130 Beaumont, Texas 77701 (P) 409-813-1862 (F) 409-813-1916

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 16, 2008 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "ENGINEERING SERVICES-HIDALGO COUNTY"

RFQ NO: 2008-001-01-16-VYG

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
PBS & J Paul Morales	Fed-Exp.	Vangie Y. Garcia	01/02/08	6504 Bridge Point Parkway Suite 200 Austin, Texas 78730 (P) 512-327-6840 (F) 512-327-2453
ERO International, LLP Gladis Barera	Velocity	Vangie Y. Garcia	01/02/08	300 South 8th Street McAllen, Texas 78501 (P) 661-0400 (F) 661-0401
Arturo Garcia Engineering Arturo Garcia	Velocity	Vangie Y. Garcia	01/02/08	416 East Dove Avenue, Suite A McAllen, Texas 78504 (P) 630-3340 (F) 630-3868
Cobblestone Engineering, Inc. Ralph M O'Quinn	Velocity	Vangie Y. Garcia	01/02/08	2810 Century Court Harlinen, Texas 78550 (P) 423-0235 (F) 423-0235
Reese Associates Robert Boyle	Fed-Exp.	Vangie Y. Garcia	01/02/08	1801 North Lamar Street, Suite 600 Dallas, Texas 78202 (P) 214-522-7337 (F) 214-522-0444
Ambiotec Engineering Anne Whitko	Velocity	Vangie Y. Garcia	01/02/08	5420 Paredes Line Road Brownsville, Texas 78526 (P) 548-9338
Dannenbaum Engineering Louis H. Jones	Velocity	Vangie Y. Garcia	01/02/08	1109 Nolana Loop, Suite 208 McAllen, Texas 78504 (P) 682-3677 (F) 686-1822
Drash Consulting Enginering, Inc. Anthony F. Adamo	Velocity	Vangie Y. Garcia	01/02/08	1506 Mid-Cities Drive Pharr, Texas 78577 (P) 283-8254 (F) 283-8279
NoeGarza Engineers, Inc. Noe Garza	Velocity	Vangie Y. Garcia	01/02/08	204 West 495 Pharr, Texas 78577 (P) 783-1207 (F) 783-1209
R. Gutierrez Engineering Corp. Ramiro Gutierrez	Velocity	Vangie Y . Garcia	01/02/08	317 East Park Pharr, Texas 78577 (P) 782-2557 (F) 782-2558

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 16, 2008 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "ENGINEERING SERVICES-HIDALGO COUNTY"

RFQ NO: 2008-001-01-16-VYG

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
Halff Associates, Inc. Robert Saenz	Velocity	Vangie Y. Garcia	01/02/08	4600 West Military, Suite 700 McAllen, Texas 78503 (P) 664-0286 (F) 664-0282
Hinojosa Engineering, Inc. Ricardo Hinojosa	Velocity	Vangie Y. Garcia	01/02/08	108 West 18th Street Mission, Texas 78572 (P) 581-0143 (F) 581-2074
Javier Hinojosa Engineering Javier Hinojosa	Velocity	Vangie Y. Garcia	01/02/08	416 Dove Avenue McAllen, Texas 78504 (P) 668-1588 (F) 994-8102
KK Engineering Consultant Kambiz S. Khademi	Velocity	Vangie Y. Garcia	01/02/08	410 Dove Avenue McAllen, Texas 78504 (P) 630-2125 (F) 630-2219
L & G Engineering Consultant Jacinto Garza	Velocity	Vangie Y. Garcia	01/02/08	2100 West Expressway 83 Mercedes, Texas 78570 (P) 565-9813 (F) 565-9018
Melden & Hunt, Inc. Ruben Chapa	Velocity	Vangie Y. Garcia	01/02/08	115 West McIntyre Street Edinburg, Texas 78539 (P0 381-0981 (F) 381-1839
Professional Service Industries Rudy Martinez	Velocity	Vangie Y. Garcia	01/02/08	2020 North Loop 499, Suite 302 Harlingen, Texas 78550 (P) 523-6826 (F) 423-5735
Quintanilla, Headley & Associates Alfonso Quintanilla	Velocity	Vangie Y. Garcia	01/02/08	124 East Stubbs Edinburg, Texas 78539
Raba-Kistner Consultants Stnaley Wilcox	Velocity	Vangie Y. Garcia	01/02/08	800 East Hackberry McAllen, Texas 788501 (P) 682-5332 (F) 682-5487
Rodriguez Engineering Leo L. Rodriguez				P.O. Box 1830 Edinburg, Texas 78539 (P) 491-1013

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 16, 2008 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "ENGINEERING SERVICES-HIDALGO COUNTY"

RFQ NO: 2008-001-01-16-VYG

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
S & B Infrastructure LTD. Daniel O. Rios	Velocity	Vangie Y. Garcia	01/02/08	5408 North 10th Street McAllen, Texas 78504 (P) 994-3613 (F) 994-0427
J.E. Saenz & Associates, Inc. Jose "Eddie" Saenz	IP		01/02/08	211 East Wisconsin Edinburg, Texas 78539 (P) 383-2984 (F) 383-3736
Sigler, Winston, Greenwood & Associates, Inc.-WMR Shea	Velocity	Vangie Y. Garcia	01/02/08	1604 East Highway 83 Weslaco, Texas 78596 (P) 968-2194 (F) 968-8300
Spoore Engineering Steve Spoore	Velocity	Vangie Y.Garcia	01/02/08	202 South 4th McAllen, Texas 78501 (P) 683-1000 (F) 683-1002
Tedsi Infrastructure Group Jesse Salinas	Velocity	Vangie Y. Garcia	01/02/08	1201 East Expressway 83 Mission, Texas 78572 (P) 682-8666 (F) 682-9486
Turner, Collie & Braden, Inc. Rudy Saucedo	Velocity	Vangie Y. Garcia	01/02/08	300 East Nolana Loop Pharr, Texas 78577 (P) 781-6991 (F) 781-6986
Maverick Engineering Group Cesar Maldonado	Velocity	Vangie Y. Garcia	01/02/08	402 North Expressway 77 Harlingen, Texas 78550 (P) 364-1700
Rio Delta Engineering Debra Guerra	Velocity	Vangie Y. Garcia	01/02/08	323 West Cano, Suite 100 Edinburg, Texas 78539 (P) 380-5152 (F) 380-5083

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 16, 2008 **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "ENGINEERING SERVICES-HIDALGO COUNTY"

RFQ NO: 2008-001-01-16-VYG

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
Cruz-Hogan Consultants Ronnie Cruz/Claudia	Velocity	Vangie Y. Garcia	01/02/08	605 East Violet Avenue, Suite 5 McAllen, Texas 78504 (P) 682-5022 (F) 682-5089

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

AI-7624 **14.A.9.**

Request for Payment No. 4 from AGADC for Hidalgo County New Government Facility

CC REGULAR

Date: 01/30/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval Payment No. 4 in the amount of $17,578.00, from Alcocer Garcia Associates Design Consulting, contracted architect for Hidalgo County, "New Government Facility."

BACKGROUND

C-07-128-04-17

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1302-413-00-220-034-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

PO 589706 available balance as of 1/24/08 $94,922.00

Attachments

Link: AGADC Inv 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 04:23 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 07:57 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/24/2008 11:20 AM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	PEND
Form Started By: Rocio Villarreal			Started On: 01/23/2008 01:43 PM	
Final Approval Date: 01/25/2008				

AGADC
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. Jasmine Ave. McAllen, TX 78501 956.-618-2007 FAX 956.-618-2008

INVOICE FOR SERVICES:

CONTRACT NO.: C-07-128-04-17

INVOICE NO. : **Four**

P.O. No.:_____

DATE: January 22, 2008

PROJECT: HIDALGO COUNTY GOVERNMENT CENTER,
(At old K - Mart Site)

TO: OFFICE OF THE COUNTY JUDGE
100 Cano, 2nd Floor
Edinburg, TX 78539

In accordance with the A/E contract dated April 17, 2007, there is due at this time for professional design services on the above referenced project, the amount of $ 17,578.00

A/E fee = 7.5% of $ 1,875,000.00 = $ 140,625.00

Present Fee breakdown:

Schematic Design Phase (10%).....	$ 14,062.50 (pd)
Design Development Phase (10%).....	14,062.50 (pd)
Construction Documents Phase (50%)....	70,312.50 (17,578.00 pd)
Bidding Phase. (5%).....	7,031.50
Construction Phase (25%).....	35,156.00

This Invoice for: **50%Completion of Construction Documents Phase**

Amount due this invoice: $ 17,578.00

Please remit payment to:

Alcócer Garcia Associates Design Consulting
1333 E. Jasmine
McAllen, Texas 78501

Thank you,
AGADC

Eduardo Alcocer
Project Manager

AI-7632 **14.A.10.**

SOQ - SELECTION OF SURVEYING SERVICES
CC REGULAR

Date: 01/30/2008
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 Surveyors Services in connection with the project for a Turnkey Solution for the Demolition and Removal of Structures and Below Ground Tanks and related equipment;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of surveyors in connection with professional Survey Services required for the Turnkey Solution for the Demolition and Removal of Structure and Below Ground Tanks and related equipment ;
1st._____; 2nd._____;
3rd._____;

C. Authority for the Purchasing Department to negotiate a professional Survey Services Contract with the No.1 ranked firm of _____ for the provision of Survey Services for Turnkey Solution for the Demolition and Removal of Structures and Below Ground Tanks and related equipment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-40-220-028-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Acct balance as of 1-24-08 $1,634,850.00 for calendar year 2007 (Acct No. 7-1336-419-40-220-028-0-739). Balance to be carried over for 2008 when period 13 closes.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 04:39 PM	APRV

2	Budget & Management	Dina Trevino	01/24/2008 08:05 AM	APRV
3	Ivan Cantu	Ivan Cantu	01/24/2008 09:16 AM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Laura Moya

Started On: 01/23/2008 02:23 PM

Final Approval Date: 01/25/2008

PURCHASING DEPARTMENT
County Of Hidalgo

HIDALGO COUNTY

FOR

Turnkey Solution for the Demolition and Removal of Structures and Below Ground Tanks and related equipment

Scoring & Evaluation GRID

SURVEY FIRMS

Total Scores	Meldon & Hunt	Quintanilla, Headley & Associates	J.E. Saenz & Associates	Rio Delta Surveying
Evaluated by No 1	99	100	99	91
Evaluated by No 2	79	98	88	80
Totals	89	99	93.5	85.5
RANKING				

*SCORING & EVALUATION COMPLETED BY PCT NO 1

AI-7635 **14.A.11.**

Independent Audit Services
CC REGULAR

Date: 01/30/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion, and approval of the "Letters of Engagement" with Burton, McCumber & Cortez, LLP for the following services:

A. RFQ NO: 2007-261-11-21-CGV-Hidalgo County Independent Audit Services wtih an initial term for fiscal years 2007 and 2008 with the County's sole option to renew for fiscal years 2009 & 2010;

B. RFQ NO: 2007-422-11-21-VYG-Hidalgo County Juvenile Probation Independent Audit Services with an initial term for fiscal years 2007 & 2008 with the County's sole option to extend for fiscal years 2009 & 2010;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-13-115-019-0-335
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Agenda Item Number 7691 for CC 1/30/08 Consent Agenda will fund this account for an additional $11,000.00. Bringing the total up to $125,000.00

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-32-330-001-0-335
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$24,000.00 available balance as of 01/25/08.

Attachments

Link: Letter from Burton, McCumber & Cortez

Link: Letter of Engagement For Juvenile Probation

Link: Letter of Engagemen For Hidalgo County

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2008 01:02 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 01:38 PM	APRV
3	Rey Salazar	Rey Salazar	01/25/2008 03:12 PM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Vangie Garcia Started On: 01/23/2008 02:51 PM

Final Approval Date: 01/25/2008

BMC

Burton McCumber & Cortez, L.L.P.
Certified Public Accountants & Management Consultants

205 Pecan Boulevard
McAllen, Texas 78501
Telephone 956/618-2300
Facsimile 956/618-2333
www.bmctexas.com

Offices In:
Brownsville
McAllen
Matamoros
Reynosa

January 22, 2008

County of Hidalgo
Purchasing Department
Attn: Martha L. Salazar – Purchasing Agent
2812 S. Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

Attached are the following.

1. Two copies of the engagement letter to complete the audits of the County of Hidalgo.

2. Two copies of the engagement letter to complete the audit of the County of Hidalgo Juvenile Probation Department.

Our plan of action to complete the audit of the County of Hidalgo Juvenile Probation Department by March 1, 2008 is included on page 5 of the engagement letter. With respect to the audit of the County of Hidalgo, we have scheduled the audit to begin the first week of March to ensure a completion date by June 30.

Should you have any questions, please do not hesitate to call me.

Very truly yours,

BURTON MCCUMBER & CORTEZ, LLP

Ricky Longoria
Partner

BMC

Burton McCumber & Cortez, L.L.P.
Certified Public Accountants & Management Consultants

205 Pecan Boulevard
McAllen, Texas 78501
Telephone 956/618-2300
Facsimile 956/618-2333
www.bmctexas.com

Offices In:
Brownsville
McAllen
Matamoros
Reynosa

January 21, 2008

County of Hidalgo-
Juvenile Probation Department
Attn: Board of Judges
1300 S. Highway 281
Edinburg, Texas 78539

We are pleased to confirm our understanding of the services we are to provide.

Scope

We will audit the combined balance sheet – regulatory basis of the Texas Juvenile Probation Commission Grant Funds of the County of Hidalgo as of August 31, 2007 and the related combined statements of revenues, expenditures and changes in fund balance – regulatory basis for the year then ended. Also the combined statement of revenues, expenditures and changes in fund balance – budget to actual – regulatory basis will be presented and considered additional information accompanying the basic financial statements and will be subjected to the auditing procedures applied in our audit of the financial statements upon which we will provide an opinion in relation to the basic financial statements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. The objective of our audit will be the expression of an opinion on the above-mentioned financial statements. We will also perform an examination for compliance with laws, regulations, contracts, grants and requirements of the Texas Juvenile Probation Commission Audit Requirements.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with the basis of accounting used for reporting to the Texas Juvenile Probation Commission, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the County of Hidalgo Juvenile Probation Department and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use by the Board of Judges, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit, we become aware that the County of Hidalgo Juvenile Probation Department is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the financial statements in accordance with the basis of accounting used for reporting to the Texas Juvenile Probation Commission, all accompanying information and all representations contained therein.

Management is responsible for its decisions and functions. As part of the audit, we will prepare a draft of your financial statements and related notes in accordance with *Government Auditing Standards* and the basis of accounting used for reporting to the Texas Juvenile Probation Commission. You will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level

individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the County of Hidalgo Probation Department and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of County of Hidalgo Juvenile Probation Department's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in

our report on compliance issued pursuant to *Government Auditing Standards.*

Audit Administration and Other

We understand that your employees will prepare all cash or other confirmations we request, prepare required audit schedules and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Burton McCumber & Cortez, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Texas Juvenile Probation Commission for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton McCumber & Cortez, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We will provide copies of our reports to the management of the County of Hidalgo Juvenile Probation Department; however, management is responsible for the distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Juvenile Probation Commission. If we are aware that the Texas Juvenile Probation Commission is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We estimate that to complete this audit, our fee will approximate $24,000. We understand that the audit report must be completed no later than March 1, 2008. In order to complete our audit within the deadline date, the County of Hidalgo Juvenile Probation Department's accounting records must be ready for audit no later than Monday January 28, 2008. In addition, County personnel must be available to assist in the preparation of audit schedules, respond to inquiries etc... in order to facilitate the completion of the audit. Finally, County personnel must be available to work weekends and after normal operating hours should it be necessary to facilitate the completion of this audit. We will commit to having an experienced person who is familiar with the operations of the County of Hidalgo assigned to complete this engagement.

Should circumstances arise such that we are unable to complete the audit by March 1, 2008, we will inform you with sufficient time as to communicate the status of the audit to the Texas Juvenile Probation Department.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate using the hourly rates outlined below before we incur the additional costs.

Experience Level	Hourly Rate
Partner	$190
Manager	$150
Supervisor/In-Charge	$ 95
Staff	$ 75

Our audit engagement ends on delivery of our audit report for any one year. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. This engagement includes only those services specifically described in this letter. Costs and time spent on legal matters or proceedings arising from our engagement, such as subpoenas, testimony or consultation involving private litigation, arbitration or government regulatory inquiries at your request or by subpoena, will be billed separately..

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our peer review was included in our response to the Request for Qualifications pertaining to this engagement.

We appreciate the opportunity to be of service to the County of Hidalgo and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Burton McCumber & Cortez, L.L.P.

Ricky Longoria
Partner

* * *

The foregoing letter fully describes our understanding and is accepted by us.

COUNTY OF HIDALGO JUVENILE PROBATION DEPARTMENT

_____ BY_____
Date Authorized Signature

BMC

Burton McCumber & Cortez, L.L.P.
Certified Public Accountants & Management Consultants

205 Pecan Boulevard
McAllen, Texas 78501
Telephone 956/618-2300
Facsimile 956/618-2333
www.bmctexas.com

Offices In:
Brownsville
McAllen
Matamoros
Reynosa

January 21, 2008

County of Hidalgo
The Honorable Judge J. D. Salinas and
Commissioners
2812 S. Business Hwy 281
Edinburg, Texas 78539

We are pleased to confirm our understanding of the services we are to provide and our estimate of fees to complete the audits of the County of Hidalgo for the years ended December 31, 2007 and 2008 and at the County of Hidalgo's option 2009 and 2010.

Scope

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the County of Hidalgo (County) as of and for the years ended December 31, 2007 and 2008 and at the County's option 2009 and 2010 which collectively comprises the County's basic financial statements. The scope of the audit of the County's basic financial statements will encompass an audit of the following:

County of Hidalgo (Primary Government)
Urban County Program (Related Agency)
Head Start Program (Related Agency)
Community Service Agency (Related Agency)

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the County's basic financial statements As part of our procedures, we will apply certain limited procedures to the County's RSI. These limited procedures will consist primarily of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI

or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompany the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements.

1. Schedule of expenditure of Federal and State Awards.
2. Combining and Individual Nonmajor Fund Financial Statements
3. Related Agency Financial Statements
4. Budgetary Comparison Schedules

The following additional information accompanying the basis financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

1. Introductory Section
2. Statistical Section

Audit Objective

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with the U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole.

The objective also includes report on –

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in the accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB

Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable pass through entities and is not intended to be and should not be used by anyone other than those specified parties.

Our audits will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major programs in accordance with Circular A-133, and other procedures we consider necessary to enable us to express an opinion and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reason with you in advance. If, for any reason we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection of accounting principles; for the fair presentation in the financial statement of the respective position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the County of Hidalgo and the respective changes in financial position and where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal grant award program compliance with applicable laws and regulations and the provision of contracts and grant agreements. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for its decisions and functions. As part of the audit, we will review a draft of the financial statements, schedules of expenditures of federal and state awards and related notes as prepared by management and provide management our comments. In accordance with *Government Auditing Standards*, management will be required to review and approve any changes that we derive from our review prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, management is required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor

has responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management's responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. Management is responsible for providing its views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format thereto.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or

governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and,

accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees and Other

We understand that your employees will prepare all cash and other confirmations we request and will locate and organize invoices and information selected by us for testing. Also, you will assist in the copy of any pertinent information necessary for our files and will assist in the preparation of select audit schedules as required. We will work with the management of the County and its related agencies to complete the audit no later than June 30 of the subsequent year audited. The County will prepare and bind its Comprehensive Annual Financial Report (CAFR). We will provide management with 150 copies our report letters for inclusion in the County's CAFR. The County will be responsible for the distribution of its CAFR.

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide an original and print-ready master of our reports to the County; however, it is management's responsibility to submit the reporting package (including the financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal

clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Burton McCumber & Cortez, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to the County's cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such workpapers will be provided under the supervision of Burton McCumber & Cortez, L.L.P. personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the aforementioned parties. The parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the County's oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Our estimates of the fees to complete the audit as of and for the year ended December 31, 2007 are set forth below:

County of Hidalgo	$	125,000
Head Start Program		30,000
Urban County Program		22,000
Community Service Agency		15,000
Total	$	192,000

Assuming that there are no significant changes to the operation of the County, professional standards pertaining to accounting or auditing matters, or other unforeseeable events, our fees to complete the audit of the County and related agencies for the year ending December 31, 2008, 2009 and 2010 will increase by 5% per year from the fees listed above. To extent that there are significant changes in the operation of the County, professional standards pertaining to accounting or auditing matters or unforeseeable events, we will derive a new fee estimate for your consideration and approval.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work might be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all the time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive a new fee estimate using the hourly rates outlined below before we incur the additional costs:

Experience Level	Hourly Rate
Partner	$ 190
Manager	$ 150
Supervisor/In-Charge	$ 95
Staff	$ 75

Our audit engagement ends on delivery of our audit report for any one year. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. This engagement includes only those services specifically described in this letter. Costs and time spent on legal matters or proceedings arising from our engagement, such as subpoenas, testimony or consultation involving private litigation, arbitration or government regulatory inquiries at your request or by subpoena, will be billed separately.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our peer review was included in our response to the County Request for Qualifications pertaining to this engagement.

We appreciate the opportunity to be of service to the County of Hidalgo and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Burton McCumber & Cortez, L.L.P.

Ricky Longoria
Partner

* * *

The foregoing letter fully described our understanding and is accepted by us.

Witness our hands in duplicate originals this _____ day of _____, 2008.

COUNTY OF HIDALGO

_____ By _____
Date J.D. Salinas, County Judge

ATTEST:

_____
_____, County Clerk

Approved as to Form:

By: _____

AI-7650 **14.A.12.**

Building Demolition and Removal of Underground Petroleum Storage Tank System

CC REGULAR

Date: 01/30/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action to award the bid and approval of contract (subject to legal review) for: RFB No. 2007-397-01-16-otm -"Building Demolition and Removal of Underground Petroleum Storage Tank System" to the lowest bidder meeting all specifications, requirements, terms and conditions.

BACKGROUND

Refer to attachments

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1336-419-40-220-028-0-739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 7-1336-419-40-220-028-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$1,634,850.00 available as of 01/21/2008

Attachments

Link: draft contract
Link: participation log
Link: recommendation letter
Link: specs
Link: tab sheet and lowest bid from vendor

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 11:11 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 08:23 AM	APRV
3	Rey Salazar	Rey Salazar	01/24/2008 11:53 AM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Olga Montero Started On: 01/23/2008 04:20 PM

Final Approval Date: 01/25/2008

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-397-00-00

THIS CONTRACT is made and entered into this 29th day of **January, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Rio Tank Service Construction, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Building Demolition** and **Removal of Underground Petroleum Storage Tank System"** for **Hidalgo County** (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** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

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 **Hidalgo County** or its 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 terminate ***upon completion of project***. 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.

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.

DRAFT

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, 2nd Floor (Admn. Bldg.)** **Edinburg, Texas 78539**
If to Company	**Rio Tank Service Construction, Inc.** **Attn: Charles F. Kerby, President** **2310 North Bryan Road** **Mission, Texas 78573**

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.

DRAFT

WITNESS our hands in duplicate originals this ____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
Rio Tank Service Construction, Inc.

By:_____
Printed Name: Charles F. Kerby
Title: President

Approved by Commissioners' Court on _____,2008.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

DRAFT

EXHIBIT "A"
SPECIFICATIONS

DRAFT

EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

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

RFB-RFP-RFQ

Valmer Jr 45-3742

BID OPENING DATE: JANUARY 16, 2008 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY-"BUILDING DEMOLITION AND REMOVAL OF UNDERGROUND PETROLEUM STORAGE TANK SYSTEM"

BID NO.: 2007-397-01-16-otm

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	rtsteINC@aol.com ADDRESS & PHONE NO
Rio Tank Service Const. Inc 1. C/o Charles F. Keeby	In Person	Fax: 956-583-0090 Charles F. Keeby	1/2/2008	2310 N. Bryan Road Mission Tex. 78573 583-0090 / 227-4523
South Texas Pump In 2.	In	Hilario Rincones Domingo Perez	1/2/2008	P.O. 969-353X Weslaco, TX
Solis Materials 3. Frank Solis	In	X.	1/2/08	7940 Graham Rd Harlingen, Tx 78552 956 428-3558
MID VALLEY CONST. CO 4. VIRGIL BELTRAN	IN PERSON	Virgil Beltran	1/3/08	701 N IOWA WESLACO TX 78596 447-8550 FAX 447-3530
Environmental Risk 5. Management Inc.	IN PERSON		1/3/08	3109 N. McColl Rd McAllen TX 78501
SBG Development 6. Dustin Liccona	IN PERSON	Dustin Liccona 956-455-8019	1/3/08	808 S Shary Rd suite 5 Mission Tx 7857
7. Rafael Tarramillo		Rafael Tarramillo Off. 968-2265	1/15	P.O Box 332 Weslaco, TX 7859
8.				
9.				
10.				
11.				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

L&G Engineering
Transportation Consultants

January 21, 2008

Ms. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Attention: Olga T. Montero
2802 S. Business Highway US 281
Edinburg, Texas 78539

Re: Bid No. 2007-397-01-06-otm-Vendor Recommendation for Turnkey Solution for the Demolition & Removal of Structures and Below Ground Tanks

Dear Ms. Salazar:

L&G Engineering has reviewed the bid packages submitted for the above referenced project and recommends that Rio Tank Service, Inc. in the amount of $44,286.00 be awarded the contract.

Rio Tank Services, Inc has the required insurances and licenses to perform the work requested in this contract and are a reputable company in this field. Attached you will find the Memorandum making the said recommendation. Should you have any questions regarding this recommendation, please do not hesitate to call me.

Sincerely,

Velma N. Garcia
Environmental Manager

Attachment

2100 W. Expressway 83 • Mercedes, TX 78570 • (956) 565-9813 • Fax (956) 565-9018 • JGarza@LGEngineers.com

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Velma N. Garcia
Environmental Project Manager
L & G Engineers

FROM: Olga T. Montero, Buyer
Hidalgo County Purchasing Department

DATE: January 16, 2008

RE: **BID NO. 2007-397-01-06-otm**
BID - "BUILDING DEMOLITION AND REMOVAL OF UNDERGROUND PETROLEUM STORAGE TANK SYSTEM"

Please review the attached tabulation for the above referenced project. Submit your recommendations as soon as possible in order to meet the deadline to place item on Commissioner's Court for award by TUESDAY, JANUARY 22, 2008.

If you should have any questions, please contact me at (956) 318-2626.

Recommended Vendor(s): Rio Tank Service, Inc.

Signature

1/21/08
Date

Encl.

xc: file

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

M E M O R A N D U M

TO: Roy Quintanilha, Safety Director
Budget & Management Safety Division

FROM: Olga T. Montero, Buyer
Hidalgo County Purchasing Department

DATE: January 16, 2008

RE: **BID NO. 2007-397-01-06-otm**
BID - "BUILDING DEMOLITION AND REMOVAL OF UNDERGROUND PETROLEUM STORAGE TANK SYSTEM"

Please review the attached tabulation for the above referenced project. Submit your recommendations as soon as possible in order to meet the deadline to place item on Commissioner's Court for award by TUESDAY, JANUARY 22, 2008.

If you should have any questions, please contact me at (956) 318-2626.

Recommended Vendor(s): Rio Tank Service Inc.

Account Number(s): 1-1336-419-40-220-0280-739

Signature

1-22-08
Date

Encl.

xc: file

EXHIBIT "A"

SPECIFICATIONS

BUILDING DEMOLITION AND

REMOVAL OF UNDERGROUND PETROLEUM STORAGE TANK SYSTEM

INVITATION FOR BID

BID OPENING DATE: JANUARY 16, 2008 @ 9:30 A.M. CST

PRE-BID MEETING: JANUARY 3, 2008 @ 2:00 P.M. CST
AT PROJECT SITE (201 NORTH CLOSNER BLVD., EDINBURG, TEXAS)

INTRODUCTION

Bids are solicited for: the demolition of two (2) adjacent gasoline station buildings; the removal of debris and regulated materials; and the removal of one (1) underground petroleum storage tank system, one (1) underground hydraulic lift, and two (2) underground sumps associated with the buildings. The properties are located at 201 North Closner Blvd. and 217 North Closner Blvd., respectively, in Edinburg, Texas. Should this bid contain the COUNTY'S standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A B & C.

Bid Packets may be obtained by contacting the Hidalgo County Purchasing Department at (956) 318-2626 or may be picked up in person at Hidalgo County Purchasing Department, with a **Physical location of**: 2802 S. Business Hwy 281, (Southeast Corner of Canton & Business Hwy 281) Hidalgo County New Administration Building, Edinburg-Texas 78539.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or package as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No. 2007-397-01-16-otm- "Building Demolition and Removal of Underground Petroleum Storage Tank System", on the lower hand corner of the sealed envelope and/or package. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain (1) original and three (3) copies of bid and must be clearly identified an addressed for delivery to:

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

US Postal Mail/Courier Address
2812 S. Business Hwy 281
Hidalgo County New Adminstration Bldg.
Edinburg, Texas 78539

Physical Location:
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until 9:30 a.m. CST on Wednesday, January 16, 2008, at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg-Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Hidalgo County reserves the right to refuse and reject and/all bids and to waive any/all formalities and technicalities, or to accept bid considered the best and most advantageous to the County.

Any technical questions concerning the bid should be directed to Marc Haws, P.G., CAPM at (956) 423-7807.

A pre-bid meeting will be held at the project site (201 North Closner Blvd., Edinburg, Texas) on Thursday, January 3, 2008 at 2 p.m. CST..

1. SCOPE AND LOCATION: This specification describes tasks necessary to demolish two (2) adjacent gasoline station buildings and remove and dispose of one (1) underground petroleum storage tank (PST) system, one (1) underground hydraulic lift, and two (2) underground sumps for the County of Hidalgo, Texas. The properties are located at:
    - 201 North Closner Blvd., Edinburg, Texas
    - 217 North Closner Blvd., Edinburg, Texas
2. DEFINITIONS OF TERMS AND ACRONYMS
    - 2.1. IFB: Invitation for Bid
    - 2.2. PST: Petroleum Storage Tank
    - 2.3. TCEQ: Texas Commission on Environmental Quality
    - 2.4. NFPA: National Fire Protection Association
    - 2.5. API: American Petroleum Institute
    - 2.6. COUNTY: County of Hidalgo
3. APPLICABLE STANDARDS: All work performed under the purchase order shall be in compliance with all laws and regulations of the federal, state and local governments in whose jurisdiction the service is performed and the following publications (or latest revision) as a minimum.
    - 3.1. AMERICAN PETROLEUM INSTITUTE (API) PUBLICATIONS
        - 3.1.1. AP11604 "Removal and Disposal of Used Underground Storage Tanks"
        - 3.1.2. API 1628 "Underground Spill Cleanup Manual"
        - 3.1.3. API 2015 "Cleaning Petroleum Storage Tanks-3rd Edition"
        - 3.1.4. API 2015A "A Guide for Controlling the Lead Hazard Associated with Tank Entry and Cleaning"
        - 3.1.5. API 2217 "Guidelines for Confined Space Work in the Petroleum Industry"
        - 3.1.6. API 2219 "Safe Operating Guidelines for Vacuum Trucks in Petroleum Service"
        - 3.1.7. API 2003 "Protection Against Ignition Arising Out of Static, Lightning, and Stray Currents"
    - 3.2. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) PUBLICATIONS
        - 3.2.1. NFPA 30 "Flammable and Combustible Liquids Code"
        - 3.2.2. NFPA 70B "Electrical Equipment Maintenance"
        - 3.2.3. NFPA 77 "Recommended Practice on Static Electricity"
        - 3.2.4. NFPA 327 "Standard Procedure for Cleaning or Safeguarding Small Tanks and Containers"
    - 3.3. CODE OF FEDERAL REGULATIONS (CFR)
        - 3.3.1. United States Department of Labor
            - 3.3.1.1. 29 CFR 1910 "Occupational Safety and Health Standards"
            - 3.3.1.2. 29 CFR 1518 "Safety and Health Regulations for Construction"
            - 3.3.1.3. 29 CFR 1926 "Excavations, Trenching and Shoring"
        - 3.3.2. United States Environmental Protection Agency

3.3.2.1. 40 CFR 260 "Hazardous Waste Management System: General"

3.3.2.2. 40 CFR 261 "Identification and Listing of Hazardous Waste"

3.3.2.3. 40 CFR 262 "Generators of Hazardous Waste"

3.3.2.4. 40 CFR 263 "Transporters of Hazardous Waste"

3.3.2.5. 40 CFR 280 "Underground Storage Tank Technical Requirements"

3.4. TEXAS ADMINISTRATIVE CODE, TITLE 30 (30 TAC)

3.4.1. Chapter 334 "Underground and Aboveground Storage Tanks"

3.4.2. Chapter 350 "Texas Risk Reduction Program

3.5 LOCAL FIRE MARSHAL REGULATIONS

3.6. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) PUBLICATIONS: RG-411- "Investigating and Reporting Releases from Petroleum Storage Tanks (PSTs)"

4. REFERENCES: Respondents shall submit three references that can verify their qualifications and experience requirements. References shall include name, point-of-contact, telephone number and dates that services were provided.

5. RESPONDENT QUALIFICATIONS: The respondent shall:

5.1. Comply with all laws and regulations of the federal, state and local governments.

5.2. Obtain all necessary registration numbers, licenses and permits in connection with work required by the purchase order and shall have a certificate of registration as an underground storage tank contractor and current License B issued by the TCEQ in accordance with Title 30, Texas Administrative Code, Chapter 334, Subchapter I (relating to Underground Storage Tank On-Site Supervisor Licensing and Contractor Registration).

5.3. Have a minimum of five years experience in removal and off-site disposal of PST systems.

6. SERVICE REQUIREMENTS

6.1. VENDOR'S USE OF PREMISES: The vendor shall:

6.1.1. Not extend operations beyond the areas designated by COUNTY's designated representative.

6.1.2. Be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto.

6.1.3. Handle and store equipment, materials, and supplies in a safe and orderly manner and shall keep the premises orderly, sanitary, and free from accumulation of waste materials or rubbish resulting from operations under this purchase order.

6.1.4. Receive from COUNTY's designated representative, prior to beginning work, the limits of the work area, including temporary stockpile area(s).

6.1.5. Maintain proper traffic controls and barricades to ensure site safety at all times. Traffic barricades, if necessary, shall conform to the Texas Manual on Uniform Traffic Control Devices.

6.1.6. Be responsible for visiting the site and ascertaining pertinent local conditions such as location, accessibility, and general character of the site, the character and extent of existing work within and adjacent to the site, and any other work being performed thereon. Any failure to do so shall not relieve the vendor from responsibility for successfully performing the work without additional expense to COUNTY. **A Pre-bid meeting at the project site is scheduled for Thursday, January 03, 2008 at 2 p.m. CST.**

6.2. SAFETY PRECAUTIONS

6.2.1. The vendor, subcontractors and their employees shall be familiar with and comply with Occupational Safety and Health Association (OSHA) safety requirements set forth in 29 CFR Parts 1910 and 1926, and all federal, state, and local regulations, as

applicable. The vendor shall bear sole responsibility for any penalties and down time charges imposed for noncompliance.

6.2.2. Prior to initiation of site work, the vendor shall submit to COUNTY's designated representative a health and safety plan which addresses all applicable OSHA requirements for all work to be performed during the course of this project. The vendor shall follow procedures outlined in the health and safety plan during all phases of the project to protect the health and safety of all persons and property in the vicinity of the project site.

6.2.3. The vendor shall maintain a copy of the health and safety plan on-site during all phases of the project and shall ensure that all on-site personnel have reviewed and are familiar with the plan. All safety equipment referenced in the health and safety plan shall be on-site and calibrated (if applicable) before construction begins.

6.2.4. The vendor shall, at all times, maintain safe and continuous access to the work site for COUNTY's designated representative, federal, state, and local authorities. The vendor shall provide all necessary safety measures including, but not limited to, fencing, barricades, warning signs, flags, and steel plates over trenches, to ensure the safety of the vendor, subcontractors, and all vehicular and pedestrian traffic in the project area. At a minimum, a four foot (1.2 m) high orange polyethylene safety fence shall be installed continuously around all excavations. The fencing shall be attached to a sufficient number of rigid supports to prevent sagging. Immediately outside and adjacent to this fence, lighted wooden traffic barricades (minimum length six feet (1.8 m) shall be installed at a minimum of one per excavation wall. Required barricades, warning signs, etc. shall be placed around the work zone prior to initiation of work and kept in place until all work is complete.

6.2.5. The vendor shall store or handle gasoline or other flammable liquids in strict accordance with all state and local fire marshal requirements.

6.2.6. The vendor shall have a minimum of two Class 40 B:C fire extinguishers at each active tank excavation and readily available for any work which involves release of product or use of a sparking device.

6.2.7. The vendor shall be responsible for directing the use of personal protective clothing and equipment to minimize employee exposure in accordance with OSHA standards. The vendor's site specific health and safety plan shall include provisions for emergency conditions and information concerning local emergency facilities.

6.2.8. The vendor shall eliminate all potential sources of ignition from the area including smoking materials, and nonexplosion-proof electrical and internal combustion equipment.

6.2.9. The vendor shall be responsible for locating all utility lines (underground, aboveground and aerial) in the vicinity of the site. However, the vendor shall be aware that utility lines are still in the ground and shall take precautions on encountering such utility lines that their disturbance or removal shall not endanger personnel or equipment at the facility. The vendor shall coordinate with COUNTY and Texas One Call System (1-800-245-4545) before any construction activities are begun. The vendor shall be responsible for all costs required to repair utilities damaged during the course of this contract at no additional cost to COUNTY.

6.2.10. Requirements for entering a tank pit shall be the same as a permit Required Confined Space Entry until the evaluation of the hazards of the permit space and verification that acceptable entry conditions for the entry into that space exists. Reference ANSI 2117.1-1989; 29 CFR 1910.146, Appendices A, B, C, D and E (Federal Register January 14, 1993) and NIOSH Publication 80-106.

6.2.11. All work shall be completed in a manner that minimizes the possibility of any threat to human health and safety or the environment.

6.3. REMOVAL OF REGULATED MATERIALS AND OTHER DEBRIS

6.3.1 The vendor shall inspect and inventory materials that are or are suspected to be regulated materials (i.e. oils, solvents, used tires, etc.).

6.3.2 The vendor shall use qualified personnel or subcontract personnel to classify, handle, remove, dispose, recycle or reclaim any identifiable regulated materials.

6.3.3 The handling, transportation, disposal , recycling or reclamation of any regulated materials shall be conducted in a safe and environmentally sound manner and shall be in accordance with all applicable regulations in effect for the type, volume, contaminant concentration, and classification of the removed material.

6.4. BUILDING DEMOLITION

6.4.1 The vendor shall provide all labor, materials, supplies, equipment, insurance, supervision, transportation, and incidental expenses for the demolition of the buildings at the two subject properties, to include all other structures such as foundations, pavement, sidewalks, storage structures, and fences. (Specifications for the removal of underground structures are presented in Sections 6.5 thru 6.14 below). The vendor is to provide a total clean site, by having all construction type materials (concrete, metal, wood, glass, brick, plastic, paper, etc.) removed and properly disposed. The vendor is responsible for site conditions and for becoming familiar with the location to be demolished. The vendor is responsible for meeting or exceeding all Federal, State of Texas, and local safety, health, and traffic regulations and standards in effect and applicable at the time of award. The vendor is responsible for obtaining all appropriate permits when required.

6.4.2 The COUNTY shall be responsible for utility disconnection within each building. In accordance with Section 6.2.9 of this IFB, the vendor shall be responsible for locating all utility lines. Any utility lines damaged shall be repaired by the COUNTY at the vendor's expense. Damage to utility lines shall be immediately reported to the COUNTY's representative.

6.5. PREPARATION FOR PETROLEUM STORAGE TANK REMOVAL

According to TCEQ records, the tank system located at 201 North Closner Blvd. has the following registered underground petroleum storage tanks and associated equipment:

- Three (3) 6,000-gallon fiberglass-reinforced plastic (FRP) tanks (Gasoline)
- One (1) 2,000-gallon FRP tank (Diesel)
- Underground FRP piping
- Ancillary equipment including: submersible pumps, fill pipes, overspill containment devices, vent pipes, etc.
- Dispenser islands

6.5.1. The COUNTY shall submit to the TCEQ a written 30-day underground storage tank (UST) construction notification form and the vendor shall be responsible for contacting the TCEQ regional office 24 to 72 hours prior to construction.

6.5.2. The vendor shall use all applicable safety rules and regulations for vapor-freeing tanks, including the use of all appropriate equipment and procedures for vapor-freeing tanks.

6.5.3. The handling, transportation, and disposal of any regulated substances removed from a PST system, and any contaminated soils, backfill material, groundwater, wash water, or similar materials removed from the system shall be conducted in a safe and environmentally sound manner and shall be in accordance with all applicable regulations in effect for the type, volume, contaminant concentration, and classification of the removed material.

6.5.4. The vendor shall be responsible for the cleanup and disposal of any contaminated materials resulting from the release of hydrocarbons deemed avoidable by COUNTY's designated representative. Criteria for this determination shall be the vendor's conformity with these specifications and industry standards of practice. The vendor shall bear all costs associated with these cleanup activities.

6.6. EXCAVATION/TANK PURGING: The vendor shall:

6.6.1 Excavate to the top of tank. Remove all concrete and/or asphalt pavement. Place soil and any base material in areas designated by COUNTY's designated representative.

6.6.2 Excavate the tank pit soils until the tanks, piping, pumps, vent lines and pump islands can be removed. Place all excavated materials on polyethylene sheet(s) **as required by TCEQ** at the site location as designated by COUNTY's designated representative. Cover all material and protect from rainfall and runoff.

6.6.3 Cooperate with COUNTY's designated representative regarding stockpiling and segregation of excavated material to facilitate sampling and characterization of soils.

6.6.4 Provide temporary excavation shoring, as necessary, **for all pits and trenches to prevent damage to adjacent structures and/or highways.**

6.6.5 Notify the COUNTY designated representative of unstable soil conditions, ground water seepage, and storm water collection in any excavation.

6.6.6 Bear all costs of unauthorized excavation.

6.6.7 Drain product piping back into the tank to avoid any spillage. Cap and remove product piping in tank area.

6.6.8 Remove liquids and residues from the tank using explosion-proof or air-driven pumps. Refer to API Publication 2015 for safety precautions. Bonding and grounding of pump motors, suction hoses and tanks shall be in accordance with NFPA. The use of a hand pump may be required to remove the final liquids from the bottom of the tank. If a vacuum truck is used for removal of liquids or residues, the area of operation for the vacuum truck shall be vapor free. The truck shall be located upwind from the tank and outside the path of probable vapor travel. Vacuum pump exhaust gases shall be discharged through a hose of adequate size and length downwind of the truck and tank area. Review API Publication 2219 for vacuum truck operating and safety practices.

6.6.9 Remove all liquids and residues including tank contents, cleaning solutions and rinse waters removed from the tank and handled in accordance with appropriate federal, state and local regulations. Lead compounds and other residues from the tank might be classified as hazardous wastes. Vendor shall provide COUNTY's designated representative written certification by the vendor, shipper, and receiver, that all liquids and residues, contaminated backfill, tanks, and accessories were removed, shipped, and disposed of in accordance with all applicable permits, safety rules, and regulations.

6.6.10 Remove all exposed connective piping from the tank and the pump/dispenser units, as directed by COUNTY's designated representative.

6.6.11 Remove fill pipe, gauge pipe, vapor recovery truck connection, submersible pumps, fill tube, and other tank fixtures. Fill tube shall remain in place until the tank is vapor-freed as directed by COUNTY's designated representative.

6.6.12 Vent all vapors from the tank at a minimum height of 12 feet (3.6 m) above grade and three feet (914 m) above any adjacent roof lines until the tank is purged of flammable vapors.

6.6.13 Tank Purging and Inserting Methods. Temporary freeing of flammable tank vapor shall be performed using one of the methods described herein or as required by local codes. Vapor or fumes shall be removed from the PST until an acceptable reading has been taken with a combustible gas indicator below the 20 % lower explosive limit or an oxygen meter reading of less than ten % for methods using inert gas.

6.6.13.1. Method I: Flammable or combustible vapors shall be removed from the tank with an inert gas such as Carbon Dioxide (CO2) or Nitrogen (NA Inert gas shall be introduced at low pressure through a single tank opening at a point near the bottom of the tank at the end of the tank opposite the vent. The discharging device shall be grounded per NFPA.

While discharging the inert gas, pressures in the tank shall not exceed 5 pounds per square inch (34.5kPa). A carbon dioxide fire extinguisher shall not be used for inert flammable atmospheres.

6.6.13.2 Method II: (May be used when Method I is not practical.) Tank vapors shall be inserted by the addition of solid carbon dioxide (dry ice) to the tank in the amount of at least 1.5 pounds (.0424755 kg) per 100 gallons (378 l) of tank capacity. In handling dry ice all appropriate cryogenic methods shall be followed. The dry ice shall be crushed and distributed evenly over the greatest possible area in the tank to promote rapid evaporation. All tank openings, except the vent, shall be plugged after the introduction of dry ice. Continue to observe all normal safety precautions regarding flammable or combustible vapors.

6.6.13.3 Method III: (Tanks equipped with fill tubes that are not removable may be vapor-freed by this method.) Flammable and combustible vapors shall be purged from the tank by ventilation using an eductor-type air mover. The eductor shall be properly grounded and bonded to prevent the generation and discharge of static electricity. The fill tube shall remain in place to ensure ventilation at the bottom of the tank. An eductor extension shall be used to discharge vapor at a minimum of 12 feet (3.65 m) above grade or three feet (914 mm) above the nearest roof line of an adjacent structure.

6.6.13.4 Method IV: (Flammable and combustible vapors may be ventilated from the tank with a diffused air blower.) When using this method of purging, the air-diffusing pipe shall be properly grounded and bonded to prevent the discharge of static electricity. Fill tubes shall be removed to allow proper diffusion of the air in the tank. Air supply shall be from a compressor using a clean air supply. Air supply shall be free from volatile vapors. Air pressure in the tank shall not exceed five pounds per square inch gauge.

6.6.13.5 Method V: Any other method approved by COUNTY's designated representative.

6.7. TANK REMOVAL: The vendor shall:

6.7.1 After vapor-freeing and before tank removal, all accessible holes shall be plugged or capped. One plug shall have a one-eighth inch (3 mm) vent hole to prevent excessive differential pressure within the tank caused by temperature changes. The tank shall be positioned with this vent plug on top of the tank during subsequent transport and storage.

6.7.2 Excavate around the tanks to uncover it for removal. The vendor shall remove tanks from the excavation, place it nearby on a level area and secure it with wood blocks or place directly on a flat-bed trailer and secure. The tank shell shall be checked for corrosion holes and the holes plugged with screwed (boiler) plugs.

6.7.3 Not excavate any soil beyond that required to remove the tank and associated piping unless directed to do so by the TCEQ or the COUNTY's designated representative. Remaining soil contaminated by minor drips and spills from removal and/or previous operations shall be removed from the excavation and placed on polyethylene. The vendor shall notify COUNTY's designated representative of any severely contaminated soils.

6.7.4 Notify COUNTY's designated representative immediately of spilled materials.

6.7.5 Recover, collect, and dispose of spilled materials. Spilled materials shall be treated in the same manner as the released product for handling and disposal purposes.

6.7.6 Conduct all sampling, field quality assurance/quality control, analytical programs and reporting.

6.7.7 Not transport the tanks until flammable vapors or fumes have been removed from the PST and an acceptable reading has been taken with a combustible gas indicator (below the 20 percent lower explosive limit or local fire code regulation). A non-

flammable atmosphere shall be maintained in the PST until delivery to the disposal site. The vendor shall obtain necessary approvals and permits before transporting the tanks.

6.7.8 Use appropriate lifting techniques for the PST in accordance with all regulatory agency requirements and API Publication 1604.

6.7.9 Label tanks no later than 24 hours after removal from the ground and prior to removal from the site. The label shall contain a warning against any type of reuse, regardless of the tank's condition. Former contents, present vapor state, vapor-freeing treatment, and date shall also be included. The label shall be similar to the following example in legible letters at least two inches high.

TANK HAS CONTAINED LEADED GASOLINE*

NOT VAPOR FREE

NOT SUITABLE FOR REUSE

or other flammable/combustible liquid. Use the applicable designation, for example, DIESEL.

6.7.10. Label tanks having contained leaded motor fuel (or whose service history is unknown with the additional information shown below (see API Publication 2015A for additional guidelines.

TANK HAS CONTAINED LEADED GASOLINE.
LEAD VAPORS MAY BE RELEASED IF HEAT
APPLIED TO THE TANK SHELL.

6.7.11 Remove tank from the site as promptly as possible after vapor-freeing procedures have been completed.

6.7.12 Secure tank on a truck for transportation to the storage or disposal site with the one-eighth inch (3 mm) hole located at the uppermost point on the tank. Tanks shall be transported in accordance with all applicable local, state, and federal regulations.

6.8 TEMPORARY STORAGE OF USED TANK AND ASSOCIATED PIPING

6.8.1 If not immediately transported off-site, used tanks, associated piping and dispensers/pumping units shall be stored only in the area designated by COUNTY's designated representative. These items shall not be temporarily stored on COUNTY"s property longer than 24 hours after the time of tank removal.

6.8.2 Tanks stored in temporary storage shall be free of all liquids and residues. Tanks shall be vapor-freed before being placed in temporary storage. All tank openings shall be tightly plugged and capped, with one plug having a one-eighth inch (3 mm) vent hole to prevent the tank from being subjected to excessive differential pressure caused by temperature changes. Tanks shall be temporarily stored with the vented plug at the highest point on the tank. Tanks shall be labeled as described in Paragraphs 6.7.9 and 6.7.10 of this specification.

6.9 DISPOSAL OF USED TANK

6.9.1 Used steel tanks and accessories shall be disassembled for use as reclaimed scrap metal and be permanently disposed of within 30 days of removal. Used FRP tanks shall be dismantled and disposed within 30 days of removal.

6.9.2 Used tanks and accessories shall be permanently disposed in accordance with all laws and regulations of the federal, state and local governments.

6.10 CERTIFICATION: The vendor shall submit to COUNTY's designated representative written certification:

6.10.1 That used tank(s) and accessories were removed from the site as specified herein and in accordance with all applicable safety rules and regulations.

6.10.2 That the transporter shipped all used tank(s), accessories and materials in compliance with all safety rules and regulations and under the proper federal, state, and local transportation permits.

6.10.3 From recycling or disposal facility which acknowledges deliveries of waste material or destruction of waste material. A manifest is required.

6.11. TESTING

6.11.1 The vendor shall obtain representative samples of soil and/or groundwater, and, if required, other samples for purposes of quality assurance. Grab samples shall be obtained the tank bottom (under fill port and tank ends) or above soil-water interface if water is present in the tank pit, in the pipe trench, under dispensers and from the backfill. All samples shall be obtained in accordance with TCEQ requirements and generally accepted practices.

6.11.2 All samples shall be logged on appropriate chain-of-custody documents, which shall accompany the samples to the laboratory. Copies of all chain-of-custody documents shall be transmitted to COUNTY's designated representative immediately upon delivery of samples to the laboratory.

6.11.3 Laboratory analyses shall be performed for TPH per TCEQ Method 1005 and MTBE and BTEX per SW-846 Method 8021B or 8360B. The sample with the highest TPH level should be analyzed for polynuclear aromatic hydrocarins (PAH) per SW-846 Method 88310 or 8270. Reports of analytical results shall include legible copies of all chromatograms, as appropriate.

6.11.4 If the soil analysis shows levels above the acceptable regulatory limits, additional excavation may be required. The vendor will be directed by COUNTY's designated representative regarding additional excavation.

6.12. BACKFILLING

6.12.1 Soil excavated from the tank pit shall be backfilled to the tank pit upon completion of the tank removal and soil sampling activities.

6.12.2 Clean fill material will be used to backfill the tank pit to surface grade.

6.12.3 Compaction of fill material should be performed in one-foot lifts to surface grade.

6.13 REMOVAL OF UNDERGROUND HYDRAULIC LIFT AND SUMPS

6.13.1. The handling, transportation, and disposal of any regulated substances removed from the hydraulic lift and sumps, and any contaminated soils, backfill material, groundwater, wash water, or similar materials removed from the system shall be conducted in a safe and environmentally sound manner and shall be in accordance with all applicable regulations in effect for the type, volume, contaminant concentration, and classification of the removed material.

6.13.2. The vendor shall be responsible for the cleanup and disposal of any contaminated materials resulting from the release of hydrocarbons deemed avoidable by COUNTY's designated representative. Criteria for this determination shall be the vendor's conformity with these specifications and industry standards of practice. The vendor shall bear all costs associated with these cleanup activities.

6.13.3 Remove all concrete and/or asphalt pavement above hydraulic lift and sumps. Place soil and any base material in areas designated by COUNTY's designated representative.

6.13.4 Excavate the until the hydraulic lift and underground sumps can be removed. Place all excavated materials on polyethylene sheet(s) **as required by TCEQ** at the site location as designated by COUNTY's designated representative. Cover all material and protect from rainfall and runoff.

6.13.5 Cooperate with COUNTY's designated representative regarding stockpiling and segregation of excavated material to facilitate sampling and characterization of soils.

6.13.6 Provide temporary excavation shoring, as necessary.

6.13.7 Notify the COUNTY designated representative of unstable soil conditions, ground water seepage, and storm water collection in any excavation.

6.13.8 Bear all costs of unauthorized excavation.

6.13.9 Excavate around the tanks to uncover it for removal. The vendor shall remove tanks from the excavation, place it nearby on a level area and secure it with wood blocks or place directly on a flat-bed trailer and secure. The tank shell shall be checked for corrosion holes and the holes plugged with screwed (boiler) plugs.

6.13.10 Not excavate any soil beyond that required to remove the tank and associated piping unless directed to do so by the TCEQ or the COUNTY's designated representative. Remaining soil contaminated by minor drips and spills from removal and/or previous operations shall be removed from the excavation and placed on polyethylene. The vendor shall notify COUNTY's designated representative of any severely contaminated soils.

6.13.11 Notify COUNTY's designated representative immediately of spilled materials.

6.13.12 Recover, collect, and dispose of spilled materials. Spilled materials shall be treated in the same manner as the released product for handling and disposal purposes.

6.13.13 Conduct all sampling, field quality assurance/quality control, analytical programs and reporting.

6.13.14 Remove hydraulic lift and sumps from the site as promptly as possible after vapor-freeing procedures have been completed.

6.13.15 If not immediately transported off-site, hydraulic lift and sumps shall be stored only in the area designated by COUNTY's designated representative. These items shall not be temporarily stored longer than 24 hours after the time of removal.

6.13.16 Hydraulic lift and sumps stored in temporary storage shall be free of all liquids and residues.

6.13.17 Removed equipment shall be permanently disposed in accordance with all laws and regulations of the federal, state and local governments.

6.13.18 The vendor shall obtain representative samples of soil and/or groundwater, and, if required, other samples for purposes of quality assurance. Grab samples shall be obtained the tank bottom (under fill port and tank ends) or above soil-water interface if water is present in the tank pit, in the pipe trench, under dispensers and from the backfill. All samples shall be obtained in accordance with TCEQ requirements and generally accepted practices.

6.13.19 All samples shall be logged on appropriate chain-of-custody documents, which shall accompany the samples to the laboratory. Copies of all chain-of-custody documents shall be transmitted to COUNTY's designated representative immediately upon delivery of samples to the laboratory.

6.13.20 Laboratory analyses shall be performed for TPH per TCEQ Method 1005 and MTBE and BTEX per SW-846 Method 8021B or 8360B. The sample with the highest TPH level should be analyzed for polynuclear aromatic hydrocarins (PAH) per SW-846 Method 88310 or 8270. Reports of analytical results shall include legible copies of all chromatograms, as appropriate.

6.13.21 If the soil analysis shows levels above the acceptable regulatory limits, additional excavation may be required. The vendor will be directed by COUNTY's designated representative regarding additional excavation.

6.13.22 Soil excavated from the tank pit shall be backfilled to the tank pit upon completion of the tank removal and soil sampling activities.

6.13.23 Clean fill material will be used to backfill the tank pit to surface grade.

6.13.24 Compaction of fill material should be performed in one-foot lifts to surface grade.

6.14. CONTAMINATED MATERIALS REMOVAL AND DISPOSAL

6.14.1. Material Removal: An interim on-site storage area for contaminated materials will be assigned by COUNTY's designated representative. The vendor shall be responsible for the safety and integrity of this area. Procedure for hauling and disposal shall comply with 40 CFR 260-265 and 280-281 and federal, state, and local regulations. Transportation of hazardous waste materials shall be in accordance with 49 CFR (Reference: as of October 1,1993, HM-18L, HM-126).

6.14.1.1 Contaminated Liquid

6.14.1.2 All free product in the tank pit or pipe trench shall be removed by vacuum truck or pumped out and temporarily stored in USDOT and TCEQ approved, single-walled drums.

6.14.1.3 All groundwater or surface runoff in the tank pit or pipe trench contaminated with petroleum hydrocarbons shall be removed by vacuum truck or pumped out and temporarily stored in USDOT and TCEQ approved single-walled drums.

6.14.1.4 Contaminated liquids generated during storage tank vapor-freeing or cleaning processes or equipment decontamination shall be collected by vacuum truck or temporarily stored in USDOT and TCEQ approved single-walled drums.

6.14.2 After characterization and authorization, the contaminated materials shall be removed from the site within 48 hours. The vendor shall remove and transport all stockpiled contaminated soils, solids and liquids to an approved disposal or remediation facility as directed by COUNTY's designated representative.

6.14.3 All analytical testing of contaminated soils, solids and liquids is the responsibility of vendor. The test procedures to be performed and the method of selecting samples shall be in accordance with regulatory requirements any alternative method such as treating the contaminated materials on-site will be directed by COUNTY's designated representative.

7. COUNTY DESIGNATED REPRESENTATIVE: The COUNTY designated representative is shown on the IFB.

8. FINAL REPORT: Vendor shall prepare and submit a written Tank Removal Report to the TCEQ and to the COUNTY's designated representative upon completion of the petroleum storage tank removal job. The report shall conform to requirements outlined in TCEQ Publication R-16 ("How to Remove Your UST from the Ground").

9. CLOSURE: Vendor shall submit all necessary documentation relating to the petroleum storage tank removal activity to the TCEQ in seeking closure for the subject site.

10. RESPONSE SUBMISSION

10.1 The following should be submitted with the response: Failure to return the required items with the bid response may result in rejection of the bid: Experience record for the respondent which shall include: 1) project name and location 2) project owner, address and telephone number.

10.2 The following shall be submitted with the response. Failure to return the required items with the bid response will result in rejection of the bid.

10.2.1. The respondent shall submit a copy of their Certificate of Registration under 30 TAC 334, Subchapter I, as amended with the TCEQ and shall provide a copy of the supervisor's license who shall be on site during the tank removal activities.

11. INVOICING INSTRUCTIONS: The invoice shall include:

11.1. COUNTY purchase order number.

11.2. Vendors' job identification.

11.3. Start date and completion date of each service.

11.4. Unit prices bid for actual work performed, miles traveled, tanks removed, etc. for each job site.

12. WORKMANSHIP

12.1. The awarded vendor is responsible for completing the project within 60 days of bid award. Vendor shall also be responsible for removing and legally disposing all debris caused by the demolition and removal of underground structures.

EXHIBIT "B"

CONTRACTOR'S PROPOSAL

AND

ALTERNATIVES (if applicable)

IFB NO. _____

1. Base Bid **$ _____**

If necessary:

2. Fluid Transportation and Handling (cost of truck per hour) **$ _____**

3. Fluid Disposal (cost per gallon) **$ _____**

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Signed by: _____ Title: _____

Typed Name: _____ Company: _____

Phone No. _____ Fax No. _____

E-mail address: _____

Bid Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID or Social Security No.: _____

Date: _____

COPY

EXHIBIT "B"

RECEIVED
JAN 16 2008
PURCHASING DEPT.

CONTRACTOR'S PROPOSAL

AND

ALTERNATIVES (if applicable)

IFB NO. 2007-397-01-16-otm-

1. **Base Bid** $ 44,286.00

If necessary:

2. **Fluid Transportation and Handling (cost of truck per hour)** $ 114.00

3. **Fluid Disposal (cost per gallon)** $ .54

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Signed by: Charles F. Kerby Title: Pres.

Typed Name: Charles F. Kerby Company: Rio Tank Service Construction, Inc.

Phone No. 956-583-0090 Fax No. 956-583-0090 (same)

E-mail address: RTSCINC @ ATT.net

Bid Address: 2310 N. Bryan Road Mission Texas 78573
P.O. Box or Street City State Zip

Remit Address: 2310 N. Bryan Road Mission Texas 78573
P.O. Box or Street City State Zip

Federal Tax ID or Social Security No.: TIN # 74-2921878

Date: January 15, 2008

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: JANUARY 16, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: " BUILDING DEMOLITION AND REMOVAL OF UNDERGROUND PETROLEUM STORAGE TANK SYSTEM"

BID NO: 2007-397-01-16-otm			**BUYER: OLGA T. MONTERO**	
RFB#	**NAME OF COMPANY**	**BASE BID**	**FLUID TRANSPORTATION AND HANDLING (COST OF TRUCK PER HOUR)**	**FLUID DISPOSAL (COST PER GALLON)**
#1	South Texas Pump, Inc. Weslaco, Texas 78596	$85,000.00	$125.00 hour	$0.87
#2	Mid Valley Construction Weslaco, Texas	$78,300.00	$91.00 hour	$0.43
#3	Rio Tank Service, Inc. Mission, Texas	$44,286.00	$114.00 hour	$0.54
#4				
#5				

AI-7667 **14.B.1.**

Pct. 1 Antenna Radar Unit
CC REGULAR

Date: 01/30/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration, and approval to purchase through our membership/participation through Houston-Galveston Area Council (HGAC) awarded vendor MPH Industries (contract no.: EF04-07) a Phython II K-Dual Antenna Radar Unit in the amount of $1,200.00. (membership and S&H fees included) (project no.-2008-062).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-291-001-0-748
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 1-24-08 $21,900.00. Quote amount for MPH Industries is for $1,200.00.

Attachments

Link: Antenna

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2008 01:07 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 01:39 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/24/2008 04:21 PM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Gricelda Villarreal Started On: 01/24/2008 09:29 AM

Final Approval Date: 01/25/2008

MPH Industries

316 East 9th. St. - - Owensboro, KY 42303
1 866 674 7378 ext. 3
FAX: (270)685-6288

QUOTE

Date	Quote Number
01/16/08	AAAQ1024

Sold To: Hidalgo Constable Precint 1
Jim Wallen
1902 Joe Stephens Ave
Weslaco, TX 78596
U.S.A.

Email:
Phone: (956)373-4677
Fax: (956)968-9320

Ship To: Hidalgo Constable Precint 1
Jim Wallen
1902 Joe Stephens Ave
Weslaco, TX 78596
U.S.A.

Phone: (956)373-4677
Fax: (956)968-9320

HGAC Contract # EF04-07

Terms	Rep	P.O. Number
Net 30 days	Kim Robbins	

Ln #	Qty	Description	Unit Price	Ext. Price
1	1	Python III K-Band Dual Antenna Radar Unit includes Readout, remote, antenna(s), cables, operators manual, two certified tuning forks, and a 2 yr limited factory warranty	$1,174.00	$1,174.00
2	1	GVAC Fee 1 1/2%	$18.00	$18.00
			SubTotal	$1,192.00
			Sales Tax	$0.00
			Shipping	$8.00
			Total	**$1,200.00**

**Quote for valid for 60 days from above date.
**Tax not included if applicable.

Python® Series III
Standard K-band dash-mounted traffic radar

This specification describes a state-of-the-art K-band traffic radar. The radar shall measure vehicle speeds from a stationary or moving patrol vehicle. The radar shall be conform to all NHTSA specifications, and it shall be listed on the most recent IACP Consumer Products List.

The K-band radar unit being proposed by the bidder must be a standard production-model radar and not a prototype. The successful bidder must have prior experience of providing their proposed K-band radar model to state-level agencies in comparable quantities to the State's needs, and evidence of this experience must be provided to the State upon request.

1. System specifications

1.1 The radar unit shall operate at a nominal 13.6 Vdc and be fully operational from 10.8 Vdc to 16.5 Vdc (battery voltage +/- 20%).

1.2 Operating current shall never exceed 1.8 Amps.

1.3 The radar unit shall operate from -30 °C (-22 °F) to 60 °C (140 °F).

1.4 The radar unit shall operate up to 90% relative humidity @ 37 °C (99 °F).

1.5 The radar shall provide an audio signal that is a true representation of the Doppler siganl generated by the target vehicle. The audio shall increase in volume as the target vehicle approaches the antenna and increase in pitch with an increase in closing speed. The speaker for the audio signal shall be located on the readout unit. The speaker for the Doppler audio shall be located on the top of the radar's counting unit.

1.6 The counting unit shall be of the modern DSP (Digital Signal Processor) type utilizing Fast Fourier Transform (FFT) technology.

1.7 All indicators and displays shall automatically adjust their brightness for optimal day/night viewing. The speed displays shall be at least 0.4 inches tall.

1.8 The radar unit shall use standard RS-232 signal levels and a 9 pin connector to communicate with external devices such as a large display, a remote display, or mobile video system. The radar shall also be able to be controlled via the data port.

1.9 No connectors will be present on the front panel of the counting unit. Provisions shall be made on the rear of the counting unit for the attachment of the antennas and the remote control, and the connectors shall be such that neither an antenna or remote control can be connected to an improper receptacle.

1.10 The counting unit shall be no larger than 1.7" tall by 6.5" wide by 4.9" deep. It shall be supplied with a detachable sunshield to inhibit glare on the display.

2. System Indicators

2.1 When the operating voltage is below 10.8 Vdc, the radar unit shall display no active speed readings and shall indicate the low voltage condition.

2.2 The radar unit shall employ radio frequency detection circuitry and the presence of such interference shall be indicated. The radar unit shall not display any active speed indication when interference is present.

2.3 The radar unit shall indicate the currently active antenna. This indication shall employ an easily-understandable cluster of LEDs that shall be laid out in the shape of a roadway. Via this mode window, the operator must be able to tell if the radar is in standby or if it is transmitting, which antenna is currently selected, and the direction of the target vehicle.

2.4 The indication of the radar mode must be retained after a speed has been locked in and the unit placed in standby. The radar unit shall indicate the antenna on which a target was locked and the targets direction of motion with a flashing indication of one of the mode window's target arrows.

2.5 The radar unit shall provide a visual indication when stationary mode is engaged.

2.6 The face of the counting unit shall be black in color, so that all of the displays are "deadfronted", meaning that they are not visible when they are not lighted

3. Speed indicators.

3.1 The radar unit shall provide a dedicated patrol speed numeric display. In standby mode, this display shall display the patrol speed at the time of target locking. This window must be colored green for easy recognition, and its digits must be at least 0.4 inches tall.

3.2 The radar unit shall provide a dedicated strongest target speed numeric display. This display must be located on the left side of the display unit. Its digits must be at least 0.4 inches tall and red in color. In standby mode, this display shall be blank. Under no circumstances shall any target other than the strongest be presented in this display

3.3 The radar unit shall provide a locked target display. This display shall be colored yellow for easy recognition, and its digits must be at least 0.4 inches tall.

3.4 In stationary mode, the radar unit shall display target speeds from 15 mph (24 kph) to 200 mph (321 kph).

3.5 In opposite direction moving mode, the radar unit shall display patrol speeds from 12 mph (19 kph) to 80 mph (129 kph) when city mode is selected. When highway mode is selected, the radar unit shall display patrol speeds from 12 mph (19 kph) to 100 mph (160 kph.

3.6 In opposite direction moving mode, the radar unit shall display target speeds from 15 mph (32 kph) to a closing speed of 200 mph (321 kph).

4. Counting Unit Controls

4.1 All controls shall employ tactile feedback and be capable of operation with gloved hands.

4.2 The radar unit shall employ a push button for power on/off.

4.3 The radar unit shall provide a push button switch to initiate a self test. The self test shall be capable of being run while the radar unit is active or in standby and shall not effect locked speeds.

4.4 The radar unit shall provide a push button switch to cause a locked patrol speed to not be displayed while in standby.

4.5 The radar unit shall provide a push button switch to allow the operator to listen to audio when no target is present. This button shall also be used in conjunction with "UP" and "DOWN" arrow buttons to increase or decrease the Doppler audio volume. The Doppler audio volume shall have 10 selectable levels.

4.6 The radar unit shall provide a push button switch to allow the operator to select between moving and stationary modes.

4.7 The radar unit shall provide a range control button. This button shall also be used in conjunction with "UP" and "DOWN" arrow buttons to increase or decrease the sensitivity of the radar. A numerical indication of the setting shall be displayed in the Patrol window when the setting is being adjusted. The range control shall have 9 selectable levels.

4.8 The radar unit shall have a indicator displaying when it si blanking out the a suspected harmonic signal.

4.9 The radar shall have an "OK" indicator, iforming the officer that the radar is functioning properly. The radar shall constantly check itself for errors. If an error is found, the radar shall indicate the error condition and cease displaying speeds until the error is corrected.

5. Remote Control Unit

5.1 The radar unit shall implement a remote control in which all controls shall employ tactile feedback. The remote control shall be capable of operation with gloves and shall function without regard to orientation.

5.2 For ease of operation, the functions that are included on the remote control shall be the minimum necessary for proper control of the radar. These consist of antenna selection, locking of target speeds and placing the transmitter into standby.

5.3 The remote control shall employ a cluster of three buttons to select the desired antenna. The buttons shall all be oriented in a row. The top button shall be used to activate the front antenna; the button shall be used to disable the transmitter (standby operation), and the bottom button shall be used to activate the rear antenna (if the radar system has two antennas).

5.4 The remote shall employ a momentary switch to lock target speeds. A single press on this key shall always cause the radar unit to store the current target speed in the readout's lock window.

5.5 For maximum reliability and to prevent the remote control from being lost, the remote shall be connected to the counting unit by a cable. The remote control's cable shall be connectorized on at least one end.

6. Antenna

6.1 The radar antenna shall operate on the standard K-band radar frequency of 24.150 GHz.

6.2 The antenna output power shall not exceed 50 milliwatts.

6.3 The antenna's radiated power density shall not exceed 2 mW/cm 2 at 5 cm.

6.4 The antenna shall be type-accepted in compliance with FCC Part 90.

6.5 The radar beam shall be circularly polarized, and the beam width between the half power points shall not exceed 13 degrees.

6.6 The Doppler detector shall utilize bonded-lead waveguide diodes, which allow inexpensive replacement in the event of a failure. Cat-whisker diodes are not acceptable. Beamlead diodes are also not acceptable due to their high repair costs.

6.7 The radar shall be no larger than 3.75 inches in diameter and 4.5 inches long

AI-7630 **14.B.2.**

Pct. 1-Invoice No.0803-Rodriguez Engineering-C-06-217-07-18 CC REGULAR

Date: 01/30/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 0803 in the amount of $ 1,000.00 submitted by Rodriguez Engineering with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-217-07-18 (PO # 585832) Work Authorization No. 7 for: Various R&B and C.I.P. Projects: Mile 4 1/2 (from Mile 5 South to levee)

BACKGROUND

Invoice No. 0803 PO#585832 C-06-217-07-18

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#585832 available balance as of 1/25/08 $1,651.50 for Rodriguez Engineering

Attachments

Link: Invoice No.0803-Rodriguez Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 04:17 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 08:02 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/25/2008 02:44 PM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Letty Saenz Started On: 01/23/2008 02:12 PM

Final Approval Date: 01/25/2008

Memorandum

To: Purchasing Dept.

Attn: Letty Saenz

From: Noe Montez

Date: 1/23/2008

Re: Request for payment

Please place the following invoices on the next cc for request for payment:

L & G/ inv#11322455 -- $62,795.00 / po#596375

Rodriguez eng/ inv#803--$1,000.00 / po#585832

Thanks

Noe Montez

RODRIGUEZ ENGINEERING **CONSULTING ENGINEER/SURVEYOR**

DATE: January 22, 2008 Invoice No. 0803

Project: PO 585832

Owner: Hidalgo County Precinct No. 1

Location: Mile 4 1/2 (From Mile 5 South to levee)

Engineering Services rendered toward Construction Phase for the above referenced Project:

Contract Amount:	$ 6,605.81
Preliminary Phase (25%): (paid)	$ 1,651.45
Design Phase (50%): (paid)	$ 3,302.91
Construction Phase (25%):	$ 1,651.45
Amount due now:	$ 1,000.00

APPROVED FOR BILLING: _____

PO Box 1830
Edinburg, TX 78540
(956) 491-1013

NM

7-1336-431-00-121-041-0-731

PO 585832

AI-7631 **14.B.3.**

Pct. 1- Invoice No.11322455-L & G Engineering Laboratory-C-07-451-12-26

CC REGULAR

Date: 01/30/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 11322455 in the amount of $ 62,795.00 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-451-12-26 (PO # 596375) for: FM 493 from MILE 10 to SH 107-Hidalgo County Precinct No. 1

BACKGROUND

Invoice No. 11322455

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-049-0-841
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance in PO Number 596375 $1,598,950.00

Payment for Invoice No. 11322455 $62,795.00

Attachments

Link: Invoice No.11322455-L & G Engineering Laboratory

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 04:16 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 08:04 AM	APRV
3	Veronica Lopez	Veronica Lopez	01/24/2008 10:46 AM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW
Form Started By: Letty Saenz			Started On: 01/23/2008 02:20 PM	

Final Approval Date: 01/25/2008

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322455
INVOICE DATE: 12/31/07

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

Contract #C-07-451-00-00 / C-07-451-12-26
PO#596375/R233

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering Services for the month of December 2007						
11006-Design Schem	292.950.00		29.295 00	29.295.00	10.0	263.655 00
12001-EA Fieldwork	10.000.00				0 0	10.000.00
12002-EA Documents	57.000 00				0 0	57.000.00
12003-Pub Involvmnt	3.000 00				0.0	3 000 00
12004 Cul Resc	20.000.00				0.0	20.000 00
13010 Prel ROW Map/S	35.000 00				0 0	35.000.00
15001-Surv.Plans&Des	25.000 00		2.500.00	2.500 00	10 0	22.500.00
15010-Surv.Plan/Sub	105.000.00				0.0	105.000 00
15070 H&V Control/Su	35.200.00				0.0	35.200 00
16001-Rdwy Design	252.000 00		12.600.00	12.600.00	5.0	239.400 00
16100-Drainage	168.000 00		8.400.00	8.400 00	5 0	159.600.00
16200-Pavt Mrk & Sig	84.000 00				0.0	84.000.00
16240-Signal Design	40.000 00				0.0	40 000 00
16302-Traf Cntrl Pln	84.000 00				0.0	84 000 00
16304-Irrigation	84.000 00				0 0	84.000 00
16307-Utilities	168.000.00				0 0	168.000.00
16400 Contract Mgmt	100.000.00		10.000 00	10.000.00	10 0	90.000 00
32000-Const Mgmt	35 800 00				0 0	35.800.00
TOTALS.	1.598.950.00	0.00	62.795.00	62.795 00	3 9	1.536.155 00

ORIGINAL CONTRACT SUM	$	1.598.950 00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1.598.950.00
TOTAL COMPLETED TO DATE	$	62.795 00
LESS PREVIOUS INVOICES	$	0 00
CURRENT PAYMENT DUE	$	62.795 00

PROJECT MANAGER'S SIGNATURE

7-1336-431-00-121-049-0-841 NN

PO 596375

ATTN: Leon

Purchase Order

COUNTY OF HIDALGO

PO#: 596375

DATE: 12/27/07

VENDOR: 280046 REQ:00123580
FAX (956)565-6746 Email:
Phone: (956)565-9813
L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

BUYER: Walk Through
SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:
SITE: HIDALGO CO. PCT 1

Special Instructions:
R233

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F O B DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED THRU CC ON 12/26/07 ITEM # AI-7110 (B)		
1	EACH	Pct. 1- Professional Engineering Svc-L & G Engineering-C-07-451-00-00-FM 493 frm MILE 10 TO SH 107	1,598,950.00	1,598,950.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,598,950.00
		********** For Hidalgo County use only **********		
		7-1336-431-00-121-049-0-841 1,598,950.00		
		Approved _____		

Authorized by: Martha L. Salazar



L&G Engineering

Transportation Consultants

January 2, 2008

Hon. Sylvia Handy
Hidalgo County Commissioner, Pct. #1
Attention Joseph Palacios
1902 Joe Stephens Ave.
Weslaco, Tx 78596

RE: FM 493

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of December 2007. The following is attached:

- L & G's Invoice
- Exhibit C "Project Schedule"

TASK		% COMPL
L&G has coordinated with TxDOT and Precinct #1. We have completed preliminary plan schematics with two options. We have completed preliminary cost estimates and design summary reports. Scheduled design kick-off meeting with TxDOT within the next few days.	L&G	10%
This task has not begun.	L&G	0%
This task has not begun.	L&G	0%
We have had several meetings with county to present our schematics. We have also meet with TxDOT but will not charge on this function at this time.	L&G	0%
This task has not begun.	L&G	0%
This task has not begun.	RODS	0%
L&G has managed contract development with RODS. We have identified scope of work and scheduled crew to survey in the field.	L&G	10%
This task has not begun.	RODS	0%
This task has not begun.	RODS	0%

2100 W. Expressway 83 • Mercedes, TX 78570 • (956) 565-9813 • Office Fax: (956) 565-9018 • ROW Dept. Fax: (956) 565-9953

We have developed the preliminary plans for the project.	L&G	5%
Coordinated with Precinct #1 in developing preliminary hydrologic map that will be utilized in meeting with TxDOT.	L&G	5%
This task has not begun.	L&G	0%
This task has not begun.	ETSI	0%
This task has not begun.	L&G	0%
This task has not begun.	L&G	0%
This task has not begun.	L&G	0%
We have set-up contract with subcontractors and identified scope of work for project. We have initiated project by coordinating with TxDOT and the county.	L&G	10%
This task has not begun.	L&G	0%

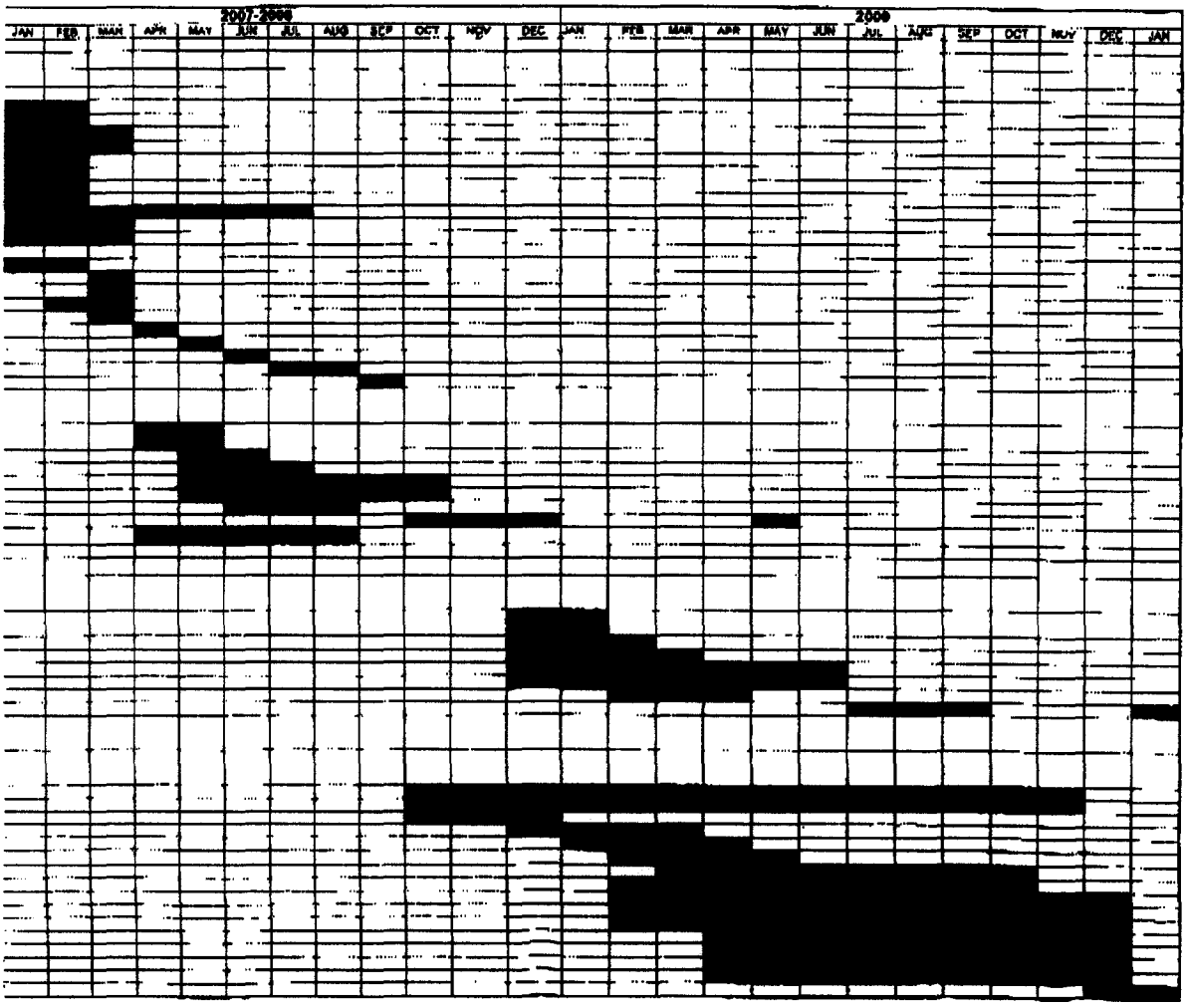
Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

Attachment

ATTACHMENT C
WORK SCHEDULE
FM 493
FROM MILE 10 TO SH 107



ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

AI-7656 **14.B.4.**

Waste Water Management Services for Pct. 1
CC REGULAR

Date: 01/30/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Recommending award of bid to the sole bidder meeting all specifications, requirements and/or terms and conditions through sealed quotes, with approval of contract (subject to legal review) for RFSQ for: "Waste Water Management System", project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1211-452-00-121-013-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding was secured with requisition number 125643.

Attachments

Link: Pct. 1 Waste Water Management

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 11:22 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 08:31 AM	APRV
3	Rey Salazar	Rey Salazar	01/25/2008 03:16 PM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Gricelda Villarreal — Started On: 01/23/2008 05:04 PM

Final Approval Date: 01/25/2008

Memorandum

To: Purchasing Dept.

Attn: Cris Villarreal

From: Noe Montez

Date: 1/23/2008

Re: Quotes for the "Waste Water Management System" project.

Please be advised that Pct. 1 is recommending award to sole bidder for the above referenced project.

If you have any questions or need additional information please call.

Thanks

Noe Montez

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
Revised

TO: Hon Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
Via Fax: 956-973-7804

ATTN: Joseph Palacios, Chief Administrator

FROM: Cris Villarreal, Buyer C.V.
Hidalgo County Purchasing Department

DATE: January 23, 2008

RE: Quotes for the "Waste Water Management System", project.

Enclosed, for your review, comments and recommendations, please find a copy of the sole bid received for the above referenced bid project.

Please submit your recommendation including budget information no later than Wednesday, **January 23, 2007**, by **4:00 P.M.** in order to place on the next Commissioner's Court Meeting **Tuesday, January 29, 2008** for award of bid.

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

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: V Yes / _____ No / _____ Other (specify)_____

BUDGET ACCOUNT #: 8-1211-452-00-121-013-0-350

Noe Hunter 1/23/08

AUTHORIZED SIGNATURE PRINTED NAME DATE

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

HIDALGO COUNTY PURCHASING DEPARTMENT
RFSQ TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No.1

RFSQ ACCEPTANCE DATE: January 18, 2008 | RFSQ OPENING TIME: 3:00 P.M.

DESCRIPTION OF RFSQ PROJECT: "Waste Water Management System"

RFSQ NO: 2008-011-01-18CGV

RFSQ NO.	NAME OF COMPANY	TOTAL QUOTE/BID PRICE
1.	Agustin Gomez DBA Gomez Waste Water Services	$1,150.00 per month
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 1

"WASTE WATER MANAGEMENT SYSTEM"
RFSQ NO.: 2008-011-01-18CGV

BID/QUOTE PAGE

I, Agustin Gomez, AM SUBMITTING A QUOTE/BID OF:
PRINT NAME

PRICE PER WEEK/MONTH: $ 1,150/MONTH

OTHER FEES (If any, please explain or describe): $

Company Name:	Agustin Gomez Wastewater Services
Address:	P.O Box 1012
City/State/Zip:	Elsa Tx 78543
Phone/ Fax No.:	(956) 373-3124 (FAX) 292-2044
Cell Phone No.:	(956) 373-1220
Authorized Signature:	Agustin Gomez
Printed Name:	Agustin Gomez
Title:	Certified Operator
Date:	1-11-08

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Be it known that

AGUSTIN GOMEZ

has fulfilled the requirements in accordance with the laws of the State of Texas for

Class A Wastewater Treatment Plant Operator

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

AGUSTIN GOMEZ
Is hereby licensed as a
WASTEWATER TREATMENT OPERATOR

Class	License Number	Expires
A	WW0002807	04/10/2008

LICENSEE SIGNATURE

Juanita R Lopez
SECTION MANAGER

Executive Director
Texas Natural Resource Conservation Commission

Agustin Gomez

Wastewater Services

I would like to thank the County of Hidalgo for giving me the opportunity in submitting a bid on the Wastewater Management contract. I've been rendering my services since 1996, and I am happy to say that I have been very comfortable working with Hidalgo County Pct.1 and its staff. Since then, I have assisted the county in obtaining its state permit, troubleshooting the facility and technical services. I will remain performing my job to the best of my ability, and by being awarded with the annual contract I will keep monitoring the facility at Delta Lake Park.

Thank you,

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

IBF-RFP-RFQ-RFI

BID OPENING DATE: January 18, 2008 BID OPENING TIME: 3:00 P.M.

DEPARTMENT/BID DESCRIPTION: "Hidalgo County Precinct No. 1-Waste Water Management System"

BID NO: 2008-011-01-18CGV

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.Victor H. Cancino	BLM Mail	CGV		PO Box 6364 McAllen, Tx. 78504
2. Juan M. Gonzalez	BLM Mail	CGV		5817 N. 25th Lane McAllen, Tx. 78504
3. Javier G. Santiago	BLM Mail	CGV		8209 N. Bentsen Rd. McAllen, Tx. 78504
4.Noe DeLa Cruz	BLM Mail	CGV		PO Box 2436 Elsa, Tx 78543
5. Eliberto Gonzalez Jr.	BLM Mail	CGV		PO Box 1012 Elsa, Tx 78543
6. Agustin Gomez	IP	Mr. Gomez		PO box 1012 Elsa, Tx 78543
7.				
8.				
9.				
10.				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this ____ day of _____,2008_ by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and , Texas ("Company").

WHEREAS, Company responded to request for sealed quotes for **(" ")**; and

WHEREAS, Company submitted a quote to provide services in accordance with the specifications as quote, a copy of such specifications and quote 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 quote 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 _____, **2008,** and ending on _____, **2008**, 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

draft

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**

draft

Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: COMPANY
ADDRESS
CITY, TX __

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 _____, 2008.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas III, County Judge

draft

ATTEST: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved as to form by:

_____
County Attorney

draft

AI-7576 **14.B.5.**

Pct 1-RESCIND action of 12-18-07 for "Engineering Svc for all R&B and CIP Projects for Precinct No.1"

CC REGULAR

Date: 01/30/2008
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, and approval to rescind the action taken by CC on 12-18-07 authorizing the negotiation of an engineering services on contract with the number one (1) ranked firm for professional engineering services in connection with "Various R&B and CIP Projects" for Precinct #1.

BACKGROUND

Letter of Request by Pct. 1
CC minutes of 12/18/07

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-421-00-220-042-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 7-1201-431-00-121-005-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Pct 1-Letter of Request to Rescind

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 03:17 PM	APRV

2	Budget & Management	Dina Trevino	01/23/2008 03:29 PM	APRV
3	Dale Kennan	Dale Kennan	01/23/2008 03:52 PM	APRV
4	Auditor's Office	Linda Fong	01/24/2008 05:31 PM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 07:33 AM	APRV

Form Started By: Letty Saenz Started On: 01/18/2008 09:21 AM

Final Approval Date: 01/25/2008

Memorandum

To: Purchasing Dept.

Attn: Letty Saenz

From: Noe Montez

Date: 1/17/2008

Re: I. & G Engineering (Various Road & Bridge / CIP projects

Please arrange to place agenda item on the next available commissioners court meeting to rescind action taken for approval to negotiate contract.

Thanks

Noe Montez

AI-7084 **18.B.1.**
PRECINCT NO 1
CC REGULAR

Date: 12/18/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Purchasing item for Constable Precinct 1

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Architectural Services in connection with Hidalgo County Constable Precinct No 1 Office;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Architects in connection with professional Architectural services required for Hidalgo County Constable Precinct No 1 Offices: 1st._____; 2nd._____; 3rd._____;

C. Authority for the Purchasing Department to negotiate a professional Architect Services Contract with the No.1 ranked firm of _____ for the provision of Architectural Services for Hidalgo County Constable Precinct No 1 Offices.

Purchasing item for Various Precinct 1 R&B and CIP projects

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 Various R&B and CIP Projects within Precinct #1.

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 Various R&B and CIP Projects within Precinct #1; 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 Various R&B and CIP Projects within Precinct #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1336-421-00-220-042-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
ON AN AS NEEDED BASIS. Available balance is $372,804.38 as of 12/13/07.

FISCAL YEAR: **ACCT. #:** 7-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

ON AN AS NEEDED BASIS. Available balance is $871,169.05 as of 12/13/07.

FISCAL YEAR: **ACCT. #:** 7-1201-431-00-121-005-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
ON AN AS NEEDED BASIS. Available balance is $0.00 as of 12/13/07. Original 2007 budget was $100,000.00 (presume similar funding in 2008).

Attachments

Link: agenda 7084

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 05:36 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 08:30 AM	APRV
3	Dale Kennan	Dale Kennan	12/13/2007 11:00 AM	APRV
4	Auditor's Office	Joy Hsu	12/14/2007 03:32 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:40 PM	APRV

Form Started By: Laura Moya Started On: 12/12/2007 04:18 PM
Final Approval Date: 12/14/2007

AI-7634 **14.C.1.**

Requesting Payment for Invoice No. 2417
CC REGULAR

Date: 01/30/2008
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. 2417 in the amount of $15,518.70 (McColl Road 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 WA#3

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:

Available balance in PO #593650, as of 1/24/2008 $21,371.37

Attachments

Link: Invoice 2417

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 04:42 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 08:11 AM	APRV
3	Andres Castro	Andres Castro	01/24/2008 04:26 PM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW
Form Started By: Rocio Villarreal			Started On: 01/23/2008 02:35 PM	
Final Approval Date: 01/25/2008				

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2417
Thursday, January 10, 2008

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: 12/01/2007 to 12/31/2007

Billing Group: 01 *Phased Fixed Fee*

Construction Staking (Dicker to Orangewood)

Contract #: *C-06-251-08-15 (WA#3)(PO#_____)*

Billing Fee: $74,147.33

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
January 2007	4,684.54	6.32	100.00	4,684.54	4,684.54	0.00
February 2007	353.38	0.48	100.00	353.38	353.38	0.00
March 2007	3,752.75	5.06	100.00	3,752.75	3,752.75	0.00
April 2007	1,223.83	1.65	100.00	1,223.83	1,223.83	0.00
May 2007	3,263.59	4.40	100.00	3,263.59	3,263.59	0.00
June 2007	429.01	0.58	100.00	429.01	429.01	0.00
August 2007	2,889.23	3.90	100.00	2,889.23	2,889.23	0.00
September 2007	5,531.25	7.46	100.00	5,531.25	5,531.25	0.00
October 2007	18,859.82	25.44	100.00	18,859.82	18,859.82	0.00
November 2007	17,641.23	23.79	100.00	17,641.23	17,641.23	0.00
December 2007	15,518.70	20.93	100.00	15,518.70	0.00	15,518.70

Total Phases: ***$15,518.70***

593650
7-1202-431-00-122-006-0-731
REQ. #120591

Phase Billing Totals: ***$15,518.70***

Billing Group Subtotal: 15,518.70

Project Totals:

*** ***Total Project Invoice Amount:*** ***$15,518.70***

INVOICE RECEIVED BY:
Julie ON 1/14/08
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 1/10/08

R. Gutierrez
Engineering Corporation

McColl Road II

Construction Staking Hourly Charges

DATE	HOURS WORKED BY DATE													Total Due for Month
Employee Name:	D. Cantu	M. Lopez	M. Rocha	D. Vasquez	E. Rodriguez	J. Saenz	M. Huitron	R. Garza	E. Rios	J. Uribe, Sr.	P. Medina	L. Nava	R. Gutierrez	
1-Dec-2007										4.0	0.5	2.5	1.0	
2-Dec-2007							2.5			4.0		2.0		
3-Dec-2007				7.0	7.0	7.0	2.5			3.0		3.0	1.0	
4-Dec-2007				9.0	9.0	9.0	4.5		1.0	4.0		5.0		
5-Dec-2007				2.0	2.0	2.0						2.0	1.0	
6-Dec-2007														
7-Dec-2007														
8-Dec-2007			6.5	6.5			3.0			3.0		4.0	1.0	
9-Dec-2007			7.0	7.0		7.0	0.5			2.0		3.0	2.0	
10-Dec-2007							1.5			2.0		2.0		
11-Dec-2007				2.0	2.0					2.0		1.5	2.0	
12-Dec-2007				2.0	2.0	2.0	1.5					3.0	1.0	
13-Dec-2007														
14-Dec-2007														
15-Dec-2007							4.0			2.0			2.0	
16-Dec-2007			9.0			9.0				2.0		2.0	1.0	
17-Dec-2007			1.0			1.0				2.0		2.5		
18-Dec-2007			3.0			3.0				2.0		5.0	1.0	
19-Dec-2007													1.0	
20-Dec-2007														
21-Dec-2007														
22-Dec-2007														
23-Dec-2007														
24-Dec-2007			3.5			3.5				2.0			1.0	
25-Dec-2007			9.0			4.0	1.0			2.0			1.0	
26-Dec-2007			4.0										1.0	
27-Dec-2007														
28-Dec-2007														
29-Dec-2007														
30-Dec-2007														
31-Dec-2007														
Total Hours Worked:	0.0	0.0	43.0	35.5	22.0	47.5	21.0	0.0	1.0	36.0	0.5	37.5	17.0	
Hourly Salary:	$9.94	$14.00	$12.00	$9.94	$14.00	$9.94	$25.98	$23.71	$16.50	$21.15	$27.13	$44.24	$76.92	
Overhead Multiplier:	1.3700	1.3700	1.3700	1.3700	1.3700	1.3700	1.3700	1.3700	1.3700	1.3700	1.3700	1.3700	1.3700	
Monthly Salary Paid:	$0.00	$0.00	$1,222.92	$836.30	$729.96	$1,119.00	$1,293.02	$0.00	$39.11	$1,804.52	$32.15	$3,931.83	$3,099.11	
Fee Earned (Salary+10%):	$0.00	$0.00	$1,345.21	$919.93	$802.96	$1,230.90	$1,422.33	$0.00	$43.02	$1,984.97	$35.36	$4,325.01	$3,409.02	$15,518.70

AI-7629 **14.D.1.**

Requesting for Payment No. 1 from AGADC for Precinct No. 3 Meeting Hall/Pavillion

CC REGULAR

Date: 01/30/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval Payment No. 1 in the amount of $12,554.00, from Alcocer Garcia Associates Design Consulting, contracted architect for, "Meeting Hall/Pavillion for Precinct No. 3."

BACKGROUND

C-07-398-10-09

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1302-431-00-123-068-0-720
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance in PO #594477, as of 1/24/2008 $48,375.00.

Attachments

Link: AGADC Inv. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 04:38 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 08:01 AM	APRV
3	Andres Castro	Andres Castro	01/24/2008 03:22 PM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW
Form Started By: Rocio Villarreal			Started On: 01/23/2008 02:11 PM	
Final Approval Date: 01/25/2008				

AGADC
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
10125 N. 10th STREET, SUITE A McALLEN, TEXAS 78504 Pho: 956.380-6600 FAX 956.380-6602

COPY

INVOICE FOR SERVICES:

CONTRACT No.: C-07-

INVOICE No. : **ONE**

P.O. No.: 594477

DATE: December 18, 2007

A/E Contract Dated:10-09-07

PROJECT: Precinct 3 Meeting Hall / Pavilion

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281
Edinburg, Tx 78539

Estimated A/E fee = 7.5% of $ 837,000.00 = $ 62,775.00

Present Fee breakdown:

Schematic Design Phase (10%).....	**$ 6,277.00**
Design Development Phase (10%).....	**6,277.00**
Construction Documents Phase (50%)....	31,387.00
Bidding Phase. (5%).....	3,139.00
Construction Phase (25%).....	15,695.00
Total.....	$ 62,775.00

This Invoice for: Completion of Schematic Design
and Design Development Phases .....$ 12,554.00

Please remit payment to:

Alcócer Garcia Associates Design Consulting
10125 N. 10th Street, Suite A
McAllen, Texas 78504

Thank you,
AGADC

George A. Garcia
Project Architect

APPROVED:

By: _____

County Commissioner,
Precinct No. 3

Date: 01-23-08

01/23/2008 12:35 9562057009 PRECINCT 3 PAGE 02/02

AI-7620 **14.E.1.**

Pct. 4-Work Authorization Nos. 105, 106 & 107-Border Visions Consulting-C-06-380-09-05

CC REGULAR

Date: 01/30/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Presentation for consideration, discussion, acceptance and approval of Work Authorizations Nos. 105 in the amounts of $ 8,900.00 each from Border Visions Consulting Group, LLC for Consulting Services (National Park Services-Recovery Action Plan) Hidalgo County Pct. No. 4, in connection with Contract No. C-06-380-09-05 related to the Milo Ponce Memorial Park Projects.

B. Presentation for consideration, discussion, acceptance and approval of Work Authorizations Nos. 106 & 107 in the amounts of $ 675.00 (each) from Border Visions Consulting Group, LLC for Consulting Services (Facilitation of Meetings) Hidalgo County Pct. No. 4, in connection with Contract No. C-06-380-09-05 related to the Milo Ponce Memorial Park Projects.

BACKGROUND

Work Authorization No. 105
Work Authorization No. 106
Work Authorization No. 107

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1214-452-00-124-009-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will be transfered in from consent agenda item 7582.

Attachments

Link: Work Authorization Nos. 105, 106 & 107-Border Visions Consulting

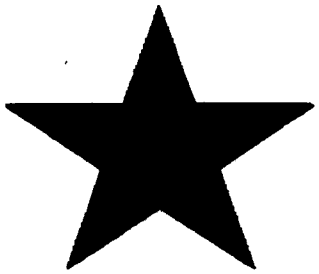
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 03:56 PM	APRV

2	Budget & Management	Dina Trevino	01/24/2008 07:56 AM	APRV
3	Rey Salazar	Rey Salazar	01/25/2008 01:41 PM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Letty Saenz Started On: 01/23/2008 11:43 AM

Final Approval Date: 01/25/2008



HIDALGO COUNTY PRECINCT #4

COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: **Leticia Saenz**
Hidalgo County Purchasing Department

FAX NO. (956)-292-7612 OR 318-2629

NO. OF PAGES: 7 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 1/22/2008
TIME: 3:40 AM. / P.M.

COMMENTS:
Any ? call me Thanks Rumaldo Munoz Jr.

Confidentiality Notice

This facsimile transmission (and/or the document accompanying it) may contain confidential information belonging to the sender. The information is intended only for the use of the individual of entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by collect telephone call to arrange for the return of these documents.

COUNTY of HIDALGO
OSCAR L. GARZA, JR.
1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMO

DATE: JANUARY 22, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA H. SAENZ
FROM: HIDALGO COUNTY PRECINCT #4
REF: WORK AUTHORIZATION #8
C# 06-380-09-05
ACCT.#: 8-1214-452-00-124-009-0-350

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THE FOLLOWING **WORK AUTHORIZATIONS: #105** FOR **$8,900.00** AND **#106 & 107** EACH FOR **$675.00** FOR **BORDER VISIONS CONSULTING GROUP, LLC** BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA.

LINE-ITEM TRANSFER, AGENDA ITEM #AI-7582, TO COVER THESE WORK AUTHORIZATIONS HAS BEEN SUBMITTED FOR JANUARY 29,2008.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES

ATTACHMENT: COPY OF WORK AUTHORIZATION #105, 106 & 107
LINE-ITEM TRANSFER

AI-7582 **2.0.0.**

Pct. #4 Parks Line-Item Transfer

CC CONSENT

Date: 01/29/2008

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Agenda Area: Intradepartmental Transfers:

Information

CAPTION

2008 - Pct. #4 Parks (1214)

BACKGROUND

Fiscal Impact

Attachments

Link: Pct. #4 Parks Line-Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Jr. Munoz	01/18/2008 03:44 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Court Administrator			

Form Started By: Jr. Munoz Started On: 01/18/2008 03:44 PM

DATE **JANUARY 18, 2008**

DEPARTMENT HEAD: **COMMISSIONER OSCAR L. GARZA JR.**

DEPARTMENT NAME: **HIDALGO COUNTY PCT. #4 - PARKS**

ACCOUNT NUMBER: **8-1214-452-00-124-009-0-XXX**

SUBJECTS: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NUMBER	**ACCOUNT (OBJECT) NAME**	**ACCOUNT NUMBER**	**ACCOUNT (OBJECT) NAME**	**AMOUNT**
8-1214-452-00-124-009-0-720	**Buildings**	**8-1214-452-00-124-009-0-350**	**Contractual Services**	**$11,000.00**

TOTAL **$11,000.00**

REASON: **To cover Work Authorizations Number 105 (National Park Services), 106 and 107 (Facilitation of Meetings) for the Jr "Milo" Ponce Memorial Park with Border Visions Consulting Group, LLC under contract #06-380-09-05.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-017
REVISED: 6/15/00

Gloria,

Please provide this information to the Commissioner pertaining to the J.R. "Milo" Ponce Memorial Park and the County Master Plan:

Court Action Required:

Purchasing – Precinct 4

Presentation for consideration, discussion, acceptance and approval of Work Authorization No. 105 in the amount of $8,900.00 for Border Visions Consulting Group, LLC for Consulting Services (National Park Services)-Hidalgo County Pct. No. 4, in connection with Contract No. C-06-380-09-05.

Presentation for consideration, discussion, acceptance and approval of Work Authorization Nos. 106-107 in the amounts of $875.00 each for Border Visions Consulting Group, LLC for Consulting Services (Facilitation of Meetings)-Hidalgo County Pct. 4, in connection with Contract No. C-06-380-09-05 related to J.R. "Milo" Ponce Memorial Park Project.

These items must be in for the agenda for the week of January 29, 2008 since the Master Plan Revisions have to be in to the State on February 1, 2008 and the Grant resubmission must be in April 1, 2008.

In addition the Precinct must ensure that we have an Environmental Assessment and Plat as well as the conceptual design of the park.

Gloria please call my cell at 451-6775 to acknowledge receipt of this fax.

Thank you

Paul M. Vazaldua, Jr.

AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT

Work Authorization No. 105

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.

	Fee	Yes	No (check if required)
A. **National Park Services**			
Pre- Application	$5,600.00	❑	❑
Recovery Action Plan	$8,900.00	XX	❑
UPARR 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	❑	❑

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:

BORDER VISIONS CONSULTING GROUP, L.L.C.

By: _____ Date _____
Printed Name: Paul M. Vazaldúa, Jr.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____ Date _____
Printed Name: Commissioner 1 2 3 4

AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT

Work Authorization No. 106

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.

	Fee	Yes	No (check if required)
A. **National Park Services**			
Pre- Application	$5,600.00	❑	❑
Recovery Action Plan	$8,900.00	❑	❑
UPARR 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	XX	❑
E. **Additional Copies of Documents**			
	$0.08 per page b/w	❑	❑
	$0.15 per page color	❑	❑

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:

BORDER VISIONS CONSULTING GROUP, L.L.C.

By: _____ Date _____
Printed Name: Paul M. Vazaldúa, Jr.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____ Date _____
Printed Name: Commissioner 1 2 3 4

AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT

Work Authorization No. 107

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.

	Fee	Yes	No (check if required)
A. **National Park Services**			
Pre- Application	$5,600.00	❑	❑
Recovery Action Plan	$8,900.00	❑	❑
UPARR 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	XX	❑
E. **Additional Copies of Documents**			
	$0.08 per page b/w	❑	❑
	$0.15 per page color	❑	❑

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:

BORDER VISIONS CONSULTING GROUP, L.L.C.

By: _____ Date _____
Printed Name: Paul M. Vazaldúa, Jr.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____ Date_____
Printed Name: Commissioner 1 2 3 4

AI-7602 **14.F.1.**

TCLEDDS Renewal
CC REGULAR

Date: 01/30/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to enter into a 12-month renewal license agreement for (TCLEDDS) Texas Commission on Law Enforcement Data Distribution System with "THE PRODUCTIVITY CENTER" at $5,515.00/year, requisition #125149 for I. T./Sheriff's Dept.-effective dates-March 27, 2008 to March 26, 2009

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100415002000020336
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 81100415002000020534
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: TCLEDDS Renewal

Form Routing/Status

Form Started By: Matilde Faz Started On: 01/22/2008 03:49 PM
Final Approval Date: 01/25/2008

Requisition

Req # 00125149

PO #

Date: 01/16/08

Regular
1/29/08
$7602

Bill To: x
x

Vendor : 258598

THE PRODUCTIVITY CENTER, INC.
5600 NORTHWEST CENTRAL DR, STE 200
HOUSTON TX 77092

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RUBEN**
956-292-7010

Contract No:

Special Instructions:
160108-01

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		RENEWAL PD: 27MAR-26MAR09		
		DO NOT DUPLICATE ORDER		
1	EACH	TCLEDDS RENEWAL FOR THE PERIOD OF 27MAR08-26MAR09	5,460.00	5,460.00
1	EACH	EXTRA STATE WIDE USER LIC.	55.00	55.00
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-336	5,460.00	
		8-1100-415-00-200-002-0-534	55.00	
			Freight	.00
			Total	5,515.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

INVOICE

THE PRODUCTIVITY CENTER
10650 RICHMOND AVE
SUITE 285
HOUSTON, TX 77042
(713) 939-9777

INVOICE NUMBER: HCSD51308

INVOICE DATE: 1/3/08

PAGE: 1

SOLD TO:

Accounts Payable

Hidalgo Co. Sheriffs Dept
711 East El Cibolo Rd.
Edinburg, TX 78541

REQ: 125149

CUSTOMER I.D.	CUSTOMER P.O.	PAYMENT TERMS	
HCSD005		Net 30 Days	
SALES REP I.D.	**SHIPPING METHOD**	**SHIP DATE**	**DUE DATE**
			2/2/08

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1.00		MAR. 2008 - MAR. 2009 TCLEDDS RENEWAL	5,460.00	5,460.00
1.00		EXTRA STATE WIDE USER LICENSE AGREEMENT	55.00	55.00

2007 Po# 580828 V258598
2006 Po# 563877 for Sheriffs $5,515.00
2005 - 546769 $5,515.00
2004 0
2003 - 519520 $2,283.00
2002 - 359145 $2,075.00
(Tx. Commission on Law Enforcement Data Distribution System) Subscription TCLEDDS

Subtotal	5,515.00
Sales Tax	
Total Invoice Amount	$5,515.00
Payment Received	
Check No: TOTAL DUE	$5,515.00

AI-7633 **14.F.2.**

Purchase of Computer Services
CC REGULAR

Date: 01/30/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

A. Requesting authority to purchase computer services from state awarded vendor Lockheed Martin Desktop Solutions, Inc. through our participation with Texas Procurement & Support Services - TXMAS Contract #7-700180-requisition #124664 in an amount not to exceed $38,934.60;

B. Requesting authority for County Judge to execute scope of work as required and requested by vendor Lockheed Martin Desktop Solutions, Inc

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding for pending requisition # 124664 is available as of 1/25/08.

Attachments

Link: Software Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2008 02:24 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 03:42 PM	APRV
3	Dale Kennan		01/25/2008 05:48 PM	PEND
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Matilde Faz Started On: 01/23/2008 02:35 PM

Final Approval Date: 01/25/2008

Requisition

Req # 00124664

PO #

Date: 01/09/08

Regular
#7633
1/29/08

Bill To: x
x

Vendor : 341053

LOCKHEED MARTIN DESKTOP SOLUTIONS, II
2700 PROSPERITY AVE.
STERLING VA 22031
FAX (703)206-9889

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RUBEN**
956-292-7010

Contract No: **TXMAS-7-700180**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COUNTY WIDE - QUOTE # GK12192008HL-HCT-08 PERIOD OF PERFORMANCE 1/1/08-12/31/08 DO NOT DUPLICATE ORDER		
20	EACH	IQ PROJECT MANAGEMENT	132.17	2,643.40
80	EACH	TECHNICAL TNG CLASSES	105.70	8,456.00
60	EACH	EXTENDED ONSITE SPT	105.70	6,342.00
60	EACH	SUPPORT AGREEMENT (HELP DESK)	105.70	6,342.00
1	EACH	ANNUAL UPDATE SUBCRIPTION (PRO-RATED)	10,411.20	10,411.20
1	EACH	ESTIMATED TRAVEL EXPENSES	4,740.00	4,740.00
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-336	38,934.60	
			Freight	.00
			Total	38,934.60
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req. 124664

LOCKHEED MARTIN

Intranet Quorum

Proposal for

Hidalgo County, Texas
Information Technology Department

Quote #: GK12192007HL-HCT-08

January 11, 2008

Period of Performance: 1/1/08 to 12/31/08
Rough Order of Magnitude (ROM)

Lockheed Martin Desktop Solutions, Inc.
2700 Prosperity Avenue
Fairfax, Virginia 22031
Phone: 703-206-0030
Fax: 703-206-9889

Proprietary Notice: This proposal or quotation includes data that shall not be disclosed outside the Hidalgo County, Texas (Government) and shall not be duplicated, used, or disclosed-in whole or in part-for any other purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of-or in connection with- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction are contained on all pages.

RECEIVED BY
COUNTY AUDITOR
2008 JAN 14 PM 3:01

Rough Order of Magnitude (ROM)
Proposal for
Hidalgo County, Texas
Information Technology Department
Quote #: GK12192007HL-HCT-08
January 11, 2008
Period of Performance: 1/1/08 to 12/31/08

Part	Item Description	Note	Quantity	Unit	Price
Labor					
GSA-H-IPM	Project Management	1,2,3	20	$ 132.17	$ 2,643.40
GSA-H-TTC	Technical Training Classes	1,2,3,5	80	$ 105.70	$ 8,456.00
GSA-H-OSS	Extended Onsite Support	1,2,3	60	$ 105.70	$ 6,342.00
GSA-H-HDS	Support Agreement (Help Desk)		60	$ 105.70	$ 6,342.00
Sub-Total					$ 23,783.40
Support and Maintenance					
GSA-U-AUS	Annual Upgrade Subscription (pro-rated)	4	1	$ 10,411.20	$ 10,411.20
Sub-Total					$ 10,411.20
Other					
	Estimated Travel Expenses		1	$ 4,740.00	$ 4,740.00
Sub Total					$ 4,740.00
Grand Total					$ 38,934.60

Notes:

1. Estimate Only. Actual time will be billed.
2. All travel and expenses will be billed using Federal Travel Guidelines.
3. This Time and Material service is offered using an hourly rate.
4. Maintenance is calculated at 18 percent of total license fees paid and is prorated based on fiscal year.
5. Customer to provide suitable training facilities for up to 15 students per class.
6. As proposed, classroom training includes IQ Basics, Correspondence, and Workflow.
7. Open Market Item.
8. Installation for scanning process, release 3.5b, and setting up Calendar Event workflow will be done remotely.

General:

a. All pricing subject to the terms and conditions of the Lockheed Martin Desktop Solutions, Inc. GSA Federal Supply Schedule (GS-35-0636K) and Texas Multiple Award Schedule (TXMAS-7-700180).
b. Pricing valid for 30 days from date of this offer.
c. Please reference quote number on any subsequent purchase order.

Estimated Travel Expenses

Actual Expenses Will Be Billed

Information Technology Department

January 11, 2008

Number of Trips				
Installer		**Per Trip**		
Expense	**Rate**	**Qty**	**Total**	
AIR/Train	$400.00	1	$400.00	$0
HOTEL	$83.00	3	$249.00	$0
PERDIEM	$44.00	3	$132.00	$0
Car Rental	$150.00	1	$150.00	$0
Total:			**$931.00**	**$0.00**
Number of Trips		**2**		
Trainer		**Per Trip**		
Expense	**Rate**	**Qty**	**Total**	
AIR/Train	$400.00	1	$ 400.00	$ 800.00
HOTEL	$83.00	5	$ 415.00	$ 830.00
PERDIEM	$44.00	5	$ 220.00	$ 440.00
Car Rental	$150.00	1	$150.00	$ 300.00
Total:			**$ 1,185.00**	**$ 2,370.00**
Number of Trips		**2**		
On-Site Support		**Per Trip**		
Expense	**Rate**	**Qty**	**Total**	
AIR/Train	$400.00	1	$ 400.00	$ 800.00
HOTEL	$83.00	5	$ 415.00	$ 830.00
PERDIEM	$44.00	5	$ 220.00	$ 440.00
Car Rental	$150.00	1	$150.00	$ 300.00
Total:			**$ 1,185.00**	**$ 2,370.00**
Total Travel Expenses				**$ 4,740.00**

Note: Minimum 2 week notice for travel.

User License Renewal Calculation
1/1/202008 thru 12/31/08

Description	QTY	UnitPrice	ExtPrice
IQ Licenses	40	$ 1,196.00	$ 47,840.00
Oracle ASFUS Named User Licenses	40	$ 200.00	$ 8,000.00
Outlook Plug-in	40	$ 50.00	$ 2,000.00
			$ 57,840.00
Subsription Renewal for FY08	**@**	**18%**	**$ 10,411.20**
Grand Total			***$ 10,411.20***

AI-7484 **14.G.1.**

Hidalgo County Health & Human Services--"Mosquito Control Chemicals" -Award recommendation and approval of contract.

CC REGULAR

Date:	01/30/2008		
Submitted By:	Sandra Montalvo, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: "Hidalgo County Health and Human Services-Mosquito Control Services" (RFB No. 2008-010)

BACKGROUND

Please see Attachments:

1.) Participation Log
2.) Bid Tabulation
3.) Letter of Recommendation
4.) Contracts

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-441-00-340-001-0-609

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

BUDGETARY IMPACT:

Available balance is $20,000.00 as of 1/24/08.

Attachments

Link: Agenda Backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 04:41 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 07:41 AM	APRV
3	Dale Kennan	Dale Kennan	01/24/2008 08:23 AM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	PEND

Form Started By: Sandra Montalvo — Started On: 01/14/2008 04:20 PM

Final Approval Date: 01/25/2008

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

IBF-RFP-RFQ-RFI

BID OPENING DATE: JANUARY 9, 2008 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Health and Human Services-Mosquito Control Chemicals

BID NO: 2008-010-01-09-SMA

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.) Univar USA Attn: Arnold Cantu	BLM & EM LONSTAR OVERNIGHT	Sandra Montalvo	12/27/07	402 McBride Lane Corpus Christi, Texas 78408 (O) 361-289-5137 (F) 361-289-1962 arnold.cantu@univarusa.com
2). United Agri Products Attn: Loren	BLM & EM LONSTAR OVERNIGHT	Sandra Montalvo	12/27/07	6000 Riverside Drive Irving, Texas 75039 (P) 972-974-8132 (F) 214-722-0486 loren.moulder@uap.com
3.) Adapco, Inc. Attn:Jim Barn	BLM & EM FED-EX	Sandra Montalvo	12/27/07	550 Aero Ln. Sanford, FL 32771 1-800-367-0659 (P) 407-330-4800 (F) 866-330-9888 info@myadapco.com
4.) B & G Chemical & Equipment Attn: Rick Ramos	BLM & EM LONSTAR OVERNIGHT	Sandra Montalvo	12/27/07	1225 N. Post Oak Road Houston, Texas 77055 (P) 713-682-4411 (F) 713-682-4374 mnichols@bgchem.com
5.) Public Health Equipment & Supply Attn: Walter Schwarz	BLM & EM LONSTAR OVERNIGHT	Sandra Montalvo	12/27/07	1830 S. Presa San Antonio, Texas 78210 1-800-284-0106 (P) 210-532-3846 (F) 210-532-9703 phesco@phesco.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY HEALTH AND HUMAN SERVICES

BID OPENING DATE: JANUARY 9, 2008 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: " MOSQUITO CONTROL CHEMICALS"

BID NO: 2008-010-01-09 | **BUYER: SANDRA MONTALVO**

	NAME OF COMPANY	PRODUCT DESCRIPTION	UOM	UNIT PRICE AMOUNT
1.)	ADAPCO, INC	Permanone 4-8	2x2.5 gl cs	$22.42 gl
			30 gl dr	$22.42 gl
			275 gl tt	$22.42 gl
		Summit B.t.i. Briquets (5x20=100/cs)	20 CT. Packet	$73.75 cs
			case	$73.75 cs
2.)	B & G CHEMICALS AND EQUIPMENT CO. , INC.	Permanone Evoluer 4-4	1 gal	$23.50 gal
			55 gal drum	$21.00 gal
			250 gal	$17.35 gal
		Summit B.t.i. Briquets	20 CT Packet	
			CASE (100CT)	$ 59.50 CS/100
3.)	UNIVAR USA, INC.	Permanone Kontrol 4-4	1 gal	$22.00 gal (2.5 gal Jug)
			55 gal drum	$17.65
			275 gal tote	$17.65
		Summit B.t.i. Briquets	20 ct. packet	$10.90 (sold by case)
			CASE	$54.50

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Eduardo Olivarez, Chief Administrator
Hidalgo County Health and Human Services

FROM: Sandra Montalvo, Buyer SMA
Hidalgo County Purchasing Department

DATE: January 11, 2008

RE: **Bid No. 2008-010-01-09-SMA**
-HIDALGO COUNTY HEALTH AND HUMAN SERVICES - "MOSQUITO CONTROL CHEMICALS.
"BID AWARD RECOMMENDATION REQUEST"

Attached you will find three (3) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, January 15, 2008 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, January 22, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4865

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
B+G	Premanage Evolver 4-4 @ 17.35 gal 250 tote
Univar	Briquets $54.50 case

Dan Beltran 1/15/08

Authorized Signature | Printed Name | Date

REQUIREMENTS AGREEMENT
C-08-010A-01-29

THIS AGREEMENT (the "Agreement") is entered into effective as of **February 8,2008** by and between **UNIVAR USA INC., a TEXAS CORPORATION,** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Mosquito Control Chemicals,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Mosquito Control Chemicals"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from **February 8. 2008 to February 8, 2009** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer 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.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **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.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: UNIVAR USA, INC.
Attention: Arnold Cantu
402 McBride Lane
Corpus Christi, Texas 78408

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 Unites States mail.

f. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

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

l. **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 sixty (60) 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).

m. **Insurance.** 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 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.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or

employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, January 29, 2008

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Gujardo, Jr. County Clerk

UNIVAR USA,INC
By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES

"Mosquito Control Chemicals"

Bid No. 2008-010-01-09-SMA

BID SPECIFICATIONS:

1. **Scope:** Vendor shall provide "Mosquito Control Chemicals" as herein specified for Hidalgo County. The contract term is for a period of one(1) year with Hidalgo County's sole discretion to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in the award of the new bid and contingent upon cost to remain unchanged.

2. All purchases of "Mosquito Control Chemicals" will be on an **"as needed basis."** There is no guarantee volume. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

3. **Description of items:** **The brand name references are for description only,** and are not intended to exclude other mosquito control chemical products of equal quality and composition. Bidders desiring to substitute items may do so provided brand name is indicated on **Bid Form.**

Item #	Description:
1.	Permanone **or equivalent**, ready to use insecticide to contain: -Permethrin 3-(phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 dimethyl cyclopropanecarboxylate, Cis/trans ration: Max 65% (+/-) trans and min. 35% (+/-) cis..... 3.98% -Piperonyl Butoxide Technical -Equivalent to min. 6.784%(butylcarbityl)(6-propylpiperonyl) ether and 1.696% related compounds.....8.48% -Contains petroleum distillates -Contains 0.289 lbs/gallon Permanone and 0.616 lbs/gallon butacide. -Must be ready to use formulation for ULV application.
2.	Summit B.t.i. Briquets **or equivalent** to contain: -Active Ingredient: Bacillus thuringiensis subspecies israelensis solids, spores and insecticidal toxins.....10.31% -Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dray weight basis).....89.69% -Floating sustained-release larvicide for long-term control of mosquito and psychodid fly larvae. -Biological control of mosquitos & psychodid flies.

4. **Material Safety Data Sheet (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.

5. **Delivery Charges:** **All delivery, unloading of product and freight charges,** shall be included in the bid price and F.O.B. Hidalgo County Health Department, 1304 South 25th Street, Edinburg,

EXHIBIT "A"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES

"Mosquito Control Chemicals"

Bid No. 2008-010-01-09-SMA

BID SPECIFICATIONS:

1. **Scope:** Vendor shall provide "Mosquito Control Chemicals" as herein specified for Hidalgo County. The contract term is for a period of one(1) year with Hidalgo County's sole discretion to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in the award of the new bid and contingent upon cost to remain unchanged.

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4. **Material Safety Data Sheet (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.

5. **Delivery Charges:** **All delivery, unloading of product and freight charges,** shall be included in the bid price and F.O.B. Hidalgo County Health Department, 1304 South 25th Street, Edinburg,

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES

"Mosquito Control Chemicals"

Bid No. 2008-010-01-09-SMA

BID PAGE

PRODUCT DESCRIPTION OR EQUIVALENT (INCLUDE BRAND)	UOM	DELIVERED UNIT PRICE AMOUNT:
[redacted]	1 gal.	$ 20.95/gal (2.5 gal Jug)
	55 gal drum	$ 17.65
	Other: 2.5 gal Jug	$ 17.65
Summit B.t.i. Briquets or equivalent	20 CT. PACKET	$ 10.50 (Sold by case)
Equivalent: Summit BTI.	CASE	$ 54.50
	OTHER:_____	

COMPANY NAME: Univar USA, Inc.

ADDRESS: 125 North "C" Street

CITY/STATE/ZIP CODE: Harlingen, Tx 78550

PHONE NUMBER: 956 423 2489

FAX NUMBER: 956 423 6789

CELLULAR NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME: Harold Costa

TITLE: Branch Sales Representative

DATE: 1-8-09

EXHIBIT "C"
INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/17/2008

PRODUCER
Aon Risk Services Central, Inc.
fka Aon Risk Services, Inc. of PA
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA
PHONE (866) 283-7122 FAX (847) 953-5390

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
UNIVAR USA INC
500 108th Avenue NE, Suite 2200
Bellevue WA 98004-5580 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Home Assurance Co.	19380
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		

Holder Identifier :

Certificate No : 570026848428

COVERAGES

SIR May Apply

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL0711190	03/01/07	03/01/08	EACH OCCURRENCE	$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$300,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$3,000,000
						GENERAL AGGREGATE	$3,000,000
						PRODUCTS - COMP/OP AGG	$3,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC	
						AGG	
B		EXCESS /UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $500,000	BE7234992	03/01/07	03/01/08	EACH OCCURRENCE	$4,000,000
						AGGREGATE	$4,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		OTHER					

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

RE: Bid #2008-010-01-09-SMA, Location: Edinburg, TX. The Certificate Holder is included as an Additional Insured under the General Liability policy as respect to written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Sandra Montalvo
2812 S. Bus Hwy 281
Edinburg TX 78539 USA

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 Aon Risk Services Central Inc.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/17/2008

PRODUCER
Aon Risk Services Central, Inc.
fka Aon Risk Services, Inc. of PA
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA
PHONE - (866) 283-7122 FAX - (847) 953-5390

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
UNIVAR USA INC
500 108th Avenue NE, Suite 2200
Bellevue WA 98004-5580 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Home Assurance Co.	19380
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES SIR May Apply

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A		**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL0711190	03/01/07	03/01/08	EACH OCCURRENCE	$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$300,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$3,000,000
						GENERAL AGGREGATE	$3,000,000
						PRODUCTS - COMP/OP AGG	$3,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC / AGG	
B		**EXCESS /UMBRELLA LIABILITY** [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $500,000	BE7234992	03/01/07	03/01/08	EACH OCCURRENCE	$4,000,000
						AGGREGATE	$4,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: Bid #2008-010-01-09-SMA, Location: Edinburg, TX. The Certificate Holder is included as an Additional Insured under the General Liability policy as respect to written contract.

CERTIFICATE HOLDER
Hidalgo County
Attn: Sandra Montalvo
2812 S. Bus Hwy 281
Edinburg TX 78539 USA

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 Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570026848428

REQUIREMENTS AGREEMENT
C-08-010-01-29

THIS AGREEMENT (the "Agreement") is entered into effective as of **February 8, 2008** by and between **B&G Chemicals and Equipment Co., Inc., a TEXAS CORPORATION,** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Mosquito Control Chemicals,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year; and

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WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Mosquito Control Chemicals"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from **February 8, 2007 to February 8, 2008** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer 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.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **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.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: B&G Chemicals and Equipment Co., Inc.
Attention: Mike Nichols
1225 N. Post Oak Rd.
Houston, Texas 77055

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 Unites States mail.

f. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

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

l. **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 sixty (60) 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).

m. **Insurance.** 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 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.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official,

department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, January 29, 2008

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

B&G Chemicals and Equipment Co. Inc.

By:_____

Printed Name:_____

Title:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES

"Mosquito Control Chemicals"

Bid No. 2008-010-01-09-SMA

BID SPECIFICATIONS:

1. **Scope:** Vendor shall provide "Mosquito Control Chemicals" as herein specified for Hidalgo County. The contract term is for a period of one(1) year with Hidalgo County's sole discretion to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in the award of the new bid and contingent upon cost to remain unchanged.

2. All purchases of "Mosquito Control Chemicals" will be on an **"as needed basis."** There is no guarantee volume. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

3. **Description of items:** **The brand name references are for description only,** and are not intended to exclude other mosquito control chemical products of equal quality and composition. Bidders desiring to substitute items may do so provided brand name is indicated on **Bid Form.**

Item #	Description:
1.	Permanone **or equivalent**, ready to use insecticide to contain: -Permethrin 3-(phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 dimethyl cyclopropanecarboxylate, Cis/trans ration: Max 65% (+/-) trans and min. 35% (+/-) cis..... 3.98% -Piperonyl Butoxide Technical -Equivalent to min. 6.784%(butylcarbityl)(6-propylpiperonyl) ether and 1.696% related compounds.....8.48% -Contains petroleum distillates -Contains 0.289 lbs/gallon Permanone and 0.616 lbs/gallon butacide. -Must be ready to use formulation for ULV application.
2.	Summit B.t.i. Briquets **or equivalent** to contain: -Active Ingredient: Bacillus thuringiensis subspecies israelensis solids, spores and insecticidal toxins.....10.31% -Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dray weight basis).....89.69% -Floating sustained-release larvicide for long-term control of mosquito and psychodid fly larvae. -Biological control of mosquitos & psychodid flies.

4. **Material Safety Data Sheet (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.

5. **Delivery Charges:** **All delivery, unloading of product and freight charges,** shall be included in the bid price and F.O.B. Hidalgo County Health Department, 1304 South 25th Street, Edinburg,

EXHIBIT“B”
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES

"Mosquito Control Chemicals"

Bid No. 2008-010-01–09-SMA

BID PAGE

PRODUCT DESCRIPTION OR EQUIVALENT (INCLUDE BRAND)	UOM	DELIVERED UNIT PRICE AMOUNT:
Permanone or equivalent.	1 gal.	$23.50/gal.
Equivalent: Evoluer 4-4	55 gal drum	$ 21.00 /gal.
	Other: 250 gallon	$17.35/gal.
[redacted]	20 CT. PACKET	
Equivalent:	CASE (100 ct.)	$ [redacted]
	OTHER:	

COMPANY NAME: B & G Chemicals & Equipment Co., Inc.

ADDRESS: 1225 N. Post Oak Rd.

CITY/STATE/ZIP CODE: Houston TX 77055

PHONE NUMBER: (800) 901-9746 or (713) 680-4411

FAX NUMBER: (713) 680-4374

CELLULAR NUMBER: (713) 249-2075

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Mike Nichols

TITLE: Sales and Technical Director

DATE: 1-7-08

EXHIBIT "C"
INSURANCE

Client#: 64547 14BGCHEMICAL

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2007

PRODUCER
J. Smith Lanier & Co.-Atlanta
11330 Lakefield Drive
Bldg 1, Suite 100
Duluth, GA 30097

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
B&G Chemicals & Equipment Co
P.O. Box 542708
Dallas, TX 75354

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	American International Specialty Lin	26883
INSURER B	Hartford Underwriters Ins. Company	30104
INSURER C	Lumbermen's Underwriting Alliance	22977
INSURER D	Twin City Fire Insurance Co.	29459
INSURER E		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	EG1807381	12/31/07	12/31/08	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$2,000,000
D		AUTOMOBILE LIABILITY	20UENGT1326	12/31/07	12/31/08	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
		X ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
		X $1,000 Ded Comp				PROPERTY DAMAGE (Per accident)	$
		X $1,000 Ded Coll					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	20WBGF3585	12/31/07	12/31/08	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
C		OTHER Commercial P	312540	01/01/08	01/01/09	$5,516,000 TIV	

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

CERTIFICATE HOLDER

Hidalgo County
Administration Bldg
100 E. Cano, 4th Floor
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

AI-7585 **14.H.1.**

Lease of Office Space
CC REGULAR

Date: 01/30/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

Requesting authority to advertise with approval of draft specifications and/or requirements for a Request for Bids for: "Lease of Office Space in the City of McAllen-WIC Clinic No. 1. (RFB No.: 2008-039)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 1292-441-00-350-001-8-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: 2008-039

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		01/25/2008 05:48 PM	PEND
2	Budget & Management	Dina Trevino	01/24/2008 10:51 AM	APRV
3	Rey Salazar	Rey Salazar	01/25/2008 09:38 AM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Gricelda Villarreal Started On: 01/18/2008 04:21 PM

Final Approval Date: 01/25/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Norma L. Longoria
WIC Program Director
Via Fax: 381-0017

Attn: Margarita Gonzalez
WIC Administrative Assistant

From: Cris Villarreal, Buyer
Hidalgo County Purchasing Dept.
01-18-08P04:03-ARNV

Date: January 18, 2008

Re: Bid No.2008-039 New Project for: "Lease of Office Space for McAllen WIC Clinic No. 1"

Enclosed for your review are the final revised changes made regarding specifications for the above referenced project so as to start initiating the process to bid out.

Please make any final changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and return back by no later than **Tuesday, January 22, 2008**, by **2:00 P.M.** in order to place on the next Commissioner's Court Meeting.

If you have any questions, please call me at 318-2626, Ext. 4867.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ____Yes / ____ No / ____ Other (specify)____

BUDGET ACCOUNT #: 8-1292-441-00-350-001-8-441

Norma L Longoria Norma L Longoria 01/18/08

AUTHORIZED SIGNATURE PRINTED NAME DATE

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

Enclosures

EXHIBIT "A"
HIDALGO COUNTY- WIC PROGRAM
"Lease of Office Space in the City of McAllen No. 1 -WIC Clinic"

BID No. 2008-039-00-00CGV

Instructions to Bidders:
Theses instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, Invitation to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

SPECIFICATIONS:

1. Said office space shall have the designated rooms or areas for conducting the following functions:
   - Reception area, Nutrition Education, Counseling room, Issuance of food cards via computers, lab, lactation room, lounge area and two (2) storage rooms.
2. Said office space should be at **Location: North McAllen Area, from 200 to 600 block of North McAllen, within .6 mile Radius [Main Parameters, from 300 E. Hackberry].**
3. Building shall consist of a minimum of 2,800 square feet to a maximum of 3,500 square feet of available floor space to perform WIC services;
4. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations;
5. Building premises shall have public handicapped accessible restroom facilities for both men and women. Separate restroom facilities for employees;
6. The public parking lot shall consist of at least thirty (30) parking spaces available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building. Building access must comply with American Disability Act Parking Requirements;
7. Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pick up;
8. Building shall be free from rodents & insects prior to occupancy by the WIC Program staff. Lessor will be responsible and at Lessor's expense for pest control and floor maintenance throughout term of this contract/lease;
9. The floor plans of the building will be constructed according to the Program Director. If present building needs renovation; the renovation work will be made by Lessor and at Lessor's cost and work must be completed 90 days from the date of contract/lease award and execution of contract/lease or the award will become void/null;

10. Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, central air & heating maintenance , also by keeping entire Building free of mold at all times;

11. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of awarding bid and execution of contract or the award will become void/null;

12. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

REQUIREMENTS AND/OR TERMS & CONDITIONS

1. The awarded bidder shall adhere to the following insurance requirements:

   - Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

   - Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: **Insurance Requirements: See Exhibit "C" attached.** Plus also insure building for fire, accident and natural disaster;

   - The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

2. Bidder must charge by the square foot for the rental space;

3. The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental/lease of the building and will provide all upkeep and maintenance under the contract;

4. Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

5. Building shall be in good working condition and be handicap accessible to provide services to all clients. The building shall also be safe from rodents and insects prior to occupancy by the Hidalgo County WIC Program staff;

6. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract;

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract/lease agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County;

8. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building;

9. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action;

10. Must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

Term:

1. The initial term of contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause;

2. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;

Additional Information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2802 So. Business Hwy 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, Wednesday, at 5:00 P.M. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, .

draft

AI-7546 **14.I.1.**

Standing Item

CC REGULAR

Date: 01/30/2008
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	01/16/2008 05:14 PM	APRV
2	Rey Salazar	Rey Salazar	01/17/2008 11:20 AM	APRV
3	Auditor's Office	Linda Fong	01/24/2008 02:55 PM	APRV
4	Purchasing Department (Originator)	Marty Salazar	01/24/2008 03:34 PM	APRV
5	Court Administrator	Monica Badillo	01/24/2008 03:57 PM	APRV

Form Started By: Nielda Cavazos Started On: 01/16/2008 02:10 PM

Final Approval Date: 01/24/2008

AI-7609 **14.J.1.**

BCAP PRECINCT NO 2 - Las Haciendas
CC REGULAR

Date: 01/30/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No1 in the amount of $85,593.83, from TRC Utilities, contracted vendor for Las Haciendas submitted and recommended by engineer R. Gutierrez Engineering Corporation. C-CAP-07-023-08-07

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-412-0-733/841
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1311-431-00-122-412-0-733 Available balance as of 01/24/08 $ 29,985.00.

7-1311-431-00-122-412-0-841 Available balance as of 01/24/08 $ 112,800.72.

Attachments

Link: Pymt No 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 03:50 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 07:52 AM	APRV
3	Erika Reyna	Erika Reyna	01/24/2008 10:15 AM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Laura Moya — Started On: 01/23/2008 11:05 AM

Final Approval Date: 01/25/2008

Laura

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, January 22, 2008 2:12 PM
To: Laura Moya
Cc: Charlie; Rossana Schettino; Yoli Cisneros
Subject: Agenda Item REq for payment 1 Las Haciendas

Attached please memorandum to place item on the agenda.
Thanks,

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector Palacios, Hidalgo County Precinct 2
Charlie Contreras, Special Projects Manager
Yoli Cisneros, Accounts Payable
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 22 January 2008

Subject: Court agenda item Application for Payment no. 1 Las Haciendas CSJ: 2C1080412

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 29th January 2008.

Precinct 2 is requesting approval to pay Application for Payment No.1 for the above-referenced Round II Border Colonias Project. The amount of the payment request is $85,893.83. The contractor for this project is TRC Utilities, LTD. and the project engineer is R. Gutierrez Engineering, Inc.

Account number: 7-1311-431-00-412-0-733 & 734.

Please verify that all account numbers and contract numbers are correct.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR PMT #1

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: TRC Utilities (CONTRACTOR)
Contract: C-CAP-07-023-08-07
Project: Las Haciendas Subdivision
OWNER's Contract No. C-CAP-07-023-08-07 ENGINEER's Project No. ENG05.012e
For Work accomplished through the date of: 14-Jan-2008

1.	Original Contract Price:		$ 382,121.90
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 382,121.90
4.	Total completed and stored to date:		$ 95,104.25
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 9,510.43	
	10% of stored material:	$ -	
	Total Retainage:		$ 9,510.43
6.	Total completed and stored to date less retainage (4 minus 5):		$ 85,593.83
7.	Less previous Application for Payments:		$ -
8.	Balance to Finish:		$ 287,017.65
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 85,593.83**

Accompanying Documentation:

22 Jan 08

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 PMT #1 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 15-Jan-08

TRC Utilities
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 18th day of January 2008

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Notary Public
My Commission expires: 12/16/11

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 15-Jan-08

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: P.E.

INVOICE RECEIVED BY:
ON 1/22/08
GOODS/SERVICES RECEIVED BY:
ON 1/14/08

R. Gutierrez Engineering Corporation

January 14, 2008

Mr. Agapito Vargas
Colonia Access Program Executive Director
Hidalgo County
301 E. State
Pharr, TX 78577

Subject: Las Haciendas Subdivision – Testing Requirements

Dear Mr. Vargas:

I have reviewed the testing reports for flexible base and curb and gutter for the construction of the Phase I, which is the North side of this subdivision. Density test on flexible base came out good. Compression test on concrete samples from curb and gutter at seven (7) days were over the 2300 PSI (Pounds for Square Inch). Another compression test needs to be done at twenty eight (28) days and must be at list 3000 PSI to comply with specifications requirements.

Furthermore, please call me at our office number (956) 782-2557 if you have any other questions concerning to this matter.

Sincerely,

Luis J. Nava P.E.
Senior Project Manager

cc: Hector "Tito" Palacios, Pct. 2 Commissioner

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: rguteng@sbcglobal.net

Account Inquiry by Account Mask - FAINQ05A 07/19/07 11:00 am

Account Number	Description	Budget	Encumbrance	Actual	Avail/Rec
7-1311-431-00-122-412-0-312	LAS HACIENDAS-INDIRECT COST	5,918.03	.00	1,456.81	4,461.22
7-1311-431-00-122-412-0-334	LAS HACIENDAS-ENG & ARCH S	10,198.98	3,399.66	6,799.32	.00
7-1311-431-00-122-412-0-339	LAS HACIENDAS-OTHER PROF S	3,399.66	2,177.82	1,221.84	.00
7-1311-431-00-122-412-0-733	LAS HACIENDAS-DRAINAGE DIT(	29,985.00	.00	.00	29,985.00
7-1311-431-00-122-412-0-841	LAS HACIENDAS-AID TO GOVT /	112,800.72	.00	.00	112,800.72
	Totals	**162,302.39**	**5,577.48**	**9,477.97**	**147,246.94**

Cancel

AI-7611 **14.J.2.**

BCAP PRECINCT NO 2 - LJ Subdivision
CC REGULAR

Date: 01/30/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No 2 for LJ #1 Subdivision C-CAP-07-011-04-10 for material and work adjustments in the amount of $17,692.00 (decrease) project engineer is R. Gutierrez Engineering Corporation, and contractor is JM Construction, a Border Colonia Access Program Project(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-365-0-733 & 734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 587180 has $3160.66 available in object 733. A PO increase is neeed. Funding is to come Pct 2 Paved /Unpaved Roads account.

FISCAL YEAR: **ACCT. #:** 7-1202-431-00-122-006-0-734
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is pending transfer AI-7658 in the amount of $33,352.08.

Attachments

Link: change order No 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 03:51 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 07:53 AM	APRV
3	Dale Kennan	Dale Kennan	01/24/2008 09:26 AM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW
Form Started By: Laura Moya			Started On: 01/23/2008 11:11 AM	

Final Approval Date: 01/25/2008

Laura

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, January 22, 2008 2:41 PM
To: Laura Moya
Cc: Charlie; Rossana Schettino; Yoli Cisneros
Subject: agenda item req change order 2 lj subdivision

Please place this item on commissioner's court for this coming Tuesday 29th January 2008
Thanks,

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Charlie Contreras, Special Projects Manager
Yoli Cisneros, Accounts Payable
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 22 January 2008

Subject: CC Agenda Item Request Change Order No.2 – LJ #1 Subdivision, CSJ: 2C1080365

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 29th January 2008.

Precinct 2 is requesting approval of Change Order No.2 for the above-referenced Round II Colonias Access Program project. The Change Order is to reduce the Contract Amount from $284,511.00 to $266,819.00, a net reduction of $17,692.00. The project's contractor is J.M. Construction and the project engineer is R. Gutierrez Engineering, Inc.

Account number: 7-1311-431-00-122-365-0-733 & 734.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

CHANGE ORDER NUMBER TWO (2)

PROJECT: LJ SUBDIVISION

DATE OF ISSUANCE: November 6, 2007 EFFECTIVE DATE: November 6, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: ~~C-CAP-06-005-11-28~~ C-CAP-07-011-04-10

CONTRACTOR: JM Construction
3701 Jade Street
Mercedes, TX 78570

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. 164 ITEM 2,186 SY OF CELL FIBER SEDDING (TEMP)(WARM) WERE ELIMINATED
2. 164 ITEM 2,186 SY OF CELL FIBER SEDDING (TEMP)(COOL) WERE ELIMINATED
3. 506 ITEM 168 SY CONSTRUCTION EXITS (TY II)(INSTALL) WERE ELIMINATED
4. 506 ITEM 168 SY CONSTRUCTION EXITS (TY II)(REMOVE) WERE ELIMINATVED
5. 560 ITEM 53 NEW MAILBOXES WERE ELIMINATVED
6. 467 ITEM 5 SAFETY END TREATMENTS WERE ELIMINATVED

Reason for Change Order:

1. CELL FIBER SEDDING (TEMP)(WARM) WAS NEVER APPLIED DURING CONSTRUCTION
2. CELL FIBER SEDDING (TEMP)(COOL) WAS NEVER APPLIED DURING CONSTRUCTION
3. CONSTRUCTION EXITS (TY II)(INSTALL) WERE NEVER INSTALLED DURING CONSTRUCTION
4. CONSTRUCTION EXITS (TY II)(REMOVE) WERE NEVER INSTALLED DURING CONSTRUCTION
5. MAIL BOXES WERE INSTALLED BY THE HIDALGO COUNTY PRECINCT No.2 WORKERS
6. SAFETY END TREATMENTS INSTALLED BY THE HIDALGO COUNTY PRECINCT No.2

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**	
Original Contract Price $ 284,511.00		Original Contract Time for Substantial Completion:	60 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders	18 calendar days
Contract Price prior to this Change Order $ 284,511.00		Contract Time prior to this Change Order Substantial Completion:	78 calendar days or dates
Net Increase (decrease) of this Change Order $ (17,692.00)		Net Increase (decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 266,819.00	Net % increase (decrease) from original contract price (6.20) %	Contract Time with all approved Change Orders Substantial Completion:	78 calendar days or dates

RECOMMENDED:
By: John J. Mau P.E.
Engineer (Authorized Signature)
Date: 11/15/08

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 1/15/08

CHANGE ORDER NO.2 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
L J SUBDIVISION
BID NUMBER:C-CAP-07-011-04-10

Item Number	Original Plan Quantity	Change Order #2 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
	(905) ROADWAY							
100	26.03	26.03	STA	Preparation of Right-of-Way	$ 650.00	$ 16,919.50	0.00	16,919.50
110	5,189.00	5,189.00	CY	Excavation	$ 3.75	$ 19,458.75	0.00	19,458.75
132	1,270.00	1,270.00	CY	Embankment	$ 3.50	$ 4,445.00	0.00	4,445.00
164	2,186.00	0.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 0.50	$ 1,093.00	(1,093.00)	0.00
164	2,186.00	0.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 0.50	$ 1,093.00	(1,093.00)	0.00
164	4,372.00	4,372.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 1.25	$ 5,465.00	0.00	5,465.00
247	1,558.00	1,558.00	CY	Flexible Base (6")(Work Only)	$ 4.00	$ 6,232.00	0.00	6,232.00
260	9,125.00	9,125.00	SY	Lime Treated Base (6")	$ 4.75	$ 43,343.75	0.00	43,343.75
260	53.00	53.00	TON	Lime for Base (TY A or B)	$ 160.00	$ 8,480.00	0.00	8,480.00
310	1,598.00	1,598.00	GAL	Prime Coat (MC-30)	$ 7.00	$ 11,186.00	0.00	11,186.00
340	683.00	683.00	TON	Asph. Conc. Pav. TY "D"	$ 87.00	$ 59,421.00	0.00	59,421.00
502	2.00	2.00	MO	Barricades, Signs & Traffic Handling	$ 2,650.00	$ 5,300.00	0.00	5,300.00
506	168.00	0.00	SY	Construction Exits (Ty II)(Install)	$ 17.00	$ 2,856.00	(2,856.00)	0.00
506	168.00	0.00	SY	Construction Exits (Ty II)(Remove)	$ 15.00	$ 2,520.00	(2,520.00)	0.00
506	192.00	192.00	LF	Temp Sediment Control Fence	$ 9.00	$ 1,728.00	0.00	1,728.00
529	4,960.00	4,960.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.50	$ 37,200.00	0.00	37,200.00
530	122.50	122.50	CY	Driveways (Ty PRB-1)(FLEXBASE)(4")	$ 23.00	$ 2,817.50	0.00	2,817.50
530	224.00	224.00	GAL	Driveways (Ty PRB-1)(MC-30)	$ 7.00	$ 1,568.00	0.00	1,568.00
530	58.00	58.00	TON	Driveways (Ty PRB-1)(ACP)(1")	$ 76.00	$ 4,408.00	0.00	4,408.00
530	97.00	97.00	SY	Driveways (CONCRETE)	$ 36.00	$ 3,492.00	0.00	3,492.00
560	53.00	0.00	EA	Mailboxes (Single)	$ 110.00	$ 5,830.00	(5,830.00)	0.00
644	11.00	11.00	EA	Small Rdsd Sgn Assm (Ty A)	$ 425.00	$ 4,675.00	0.00	4,675.00
				Total Roadway :		**$ 249,531.50**	**$ (13,392.00)**	**$ 236,139.50**
	(906) DRAINAGE							
402	469.00	469.00	LF	Trench Excavation Protection	$ 5.00	$ 2,345.00	0.00	2,345.00
432	2.50	2.50	CY	Concrete Riprap (CL C)	$ 145.00	$ 362.50	0.00	362.50
464	437.00	437.00	LF	RCP (CL III)(30")	$ 56.00	$ 24,472.00	0.00	24,472.00
465	1.00	1.00	EA	Junction Box	$ 3,500.00	$ 3,500.00	0.00	3,500.00
467	5.00	0.00	EA	Safety End Treatments (18")(6:1)	$ 860.00	$ 4,300.00	(4,300.00)	0.00
						34,979.50		**30,679.50**
				TOTAL BASE AMOUNTS:		**$ 284,511.00**	**$ (17,692.00)**	**$ 266,819.00**

Account Inquiry by Account Mask - FAINQ05A 07/19/07 11:00 am

Account Number	Description	Budget	Encumbrance	Actual	Avail/Rec
7-1311-431-00-122-365-0-312	LJ #1-INDIRECT COST	8,798.87	.00	2,169.56	6,629.31
7-1311-431-00-122-365-0-334	LJ #1-ENG & ARCH SRV	5,054.48	.00	5,054.48	.00
7-1311-431-00-122-365-0-339	LJ #1-OTHER PROF SRV	5,054.48	3,336.28	1,718.20	.00
7-1311-431-00-122-365-0-733	LJ #1-DRAINAGE DITCHES	80,669.50	3,160.66	77,508.84	.00
7-1311-431-00-122-365-0-734	LJ #1-SUBDIVISION STREETS	164,523.16	.00	164,523.16	.00
	Totals	**264,100.49**	**6,496.94**	**250,974.24**	**6,629.31**

Cancel

AI-7654 **14.J.3.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 01/30/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation of a request from awarded contractor, Closner Construction, LC for discussion, consideration, acceptance and approval of assignment of proceeds earned and to be earned under contract C-CAP-07-031-01-14 for North Alamo Village Subd to Sure Tec Information Systems, Inc as the disbursing administrator with authority to execute necessary/required documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1311-431-00-122-503-1-733/734

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

BUDGETARY IMPACT:

Available Balance in object code 733 $38,740.20 as of 1-24-08.
Available Balance in object code 734 $65,474.80 as of 1-24-08. Balances will cary over to calendar year 2008 when period 13 closes.

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 11:18 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 08:30 AM	APRV
3	Ivan Cantu	Ivan Cantu	01/24/2008 10:05 AM	APRV
4	Auditor's Office	Linda Fong	01/24/2008 05:28 PM	APRV
5	Martha Salazar		01/25/2008 05:48 PM	NEW

Form Started By: Laura Moya Started On: 01/23/2008 04:55 PM

Final Approval Date: 01/25/2008

CLOSNER CONSTRUCTION Co., L.C.
2809 W EXPRESSWAY 83
LA FERIA. TX 78559
TEL (956) 797-0785 * FAX (956) 797-0576



January 22, 2008

Hidalgo County Precinct 2
Attn: Agapito Vargas
2812 S. Business 281
Edinburg, TX 78539

Re: Project: Road Construction of North Alamo Village Subdivision
Contract Amount: $264,294.60

Dear Agapito Vargas,

We request that you send all contract proceeds earned and to be earned under our contract with you directly to our project disbursing administrator, Sure Tec Information Systems, Inc. at the following address:

Closner Construction Co., L.C.
C/O Sure Tec Information Systems, Inc.
Attn: Funds Disbursement Dept.
9737 Great Hills Trail, Suite 320
Austin, TX 78759
(866) 732-0099

Your checks will be made payable to us. This directive may only be changed by written consent of our surety, Sure Tec Insurance Company. Your signature below, indicating your agreement to make payment in this manner, is a condition to our Surety's execution of our performance and payment bonds on this project.

Thank you for your cooperation in this regard. You may receive a follow up phone call or email from Sure Tec to confirm these instructions and answer any questions you may have.

We are looking forward to a very successful project.

Closner Construction Co., L.C.

Jaime Closner
President

Cc: Sure Tec Information Systems, Inc. – Scott Olson

Agreement and Acknowledgement:

Obligee: Hidalgo County Precinct 2

By: _____ _____**date**
Authorized Representative

_____
Title

_____ _____
Phone Number **Email Address**

Laura

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, January 23, 2008 3:19 PM
To: Laura Moya
Subject: Payment assignment closner construction

Laura please provide this document to Marty I have already discussed the issue with her.
Thanks,

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

AI-7651 **14.J.4.**

BCAP PRECINCT NO 2 - LJ SUBD
CC REGULAR

Date: 01/30/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

1. Presentation for discussion, consideration, acceptance and approval of application of payment No 3 (Final) & Application for Payment Retainage Release in the amount of $22,308.30 and $20,481.90 submitted by JM Construction as presented and recommended through project engineer R. Gutierrez Engineering Corporation)in connection with contract C-CAP-07-011-04-10;

2. Requesting approval of Certificate of Construction Completion submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date of December 11, 2007 for LJ #1 Subdivision with contractor JM Construction C-CAP-07-011-04-10

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-365-0-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 587180 has $3,160.66 available in object 733. A PO increase is neeed. Funding is to come Pct 2 Paved /Unpaved Roads account.

FISCAL YEAR: **ACCT. #:** 7-1202-431-00-122-006-0-734
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is pending transfer AI-7658 in the amount of $33,352.08.

FISCAL YEAR: **ACCT. #:** 7-1311-206-00-000-004-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Retainage account has a balance of $24,203.20 as of 1/24/08.

Attachments

Link: Payment & Completion for LJ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/23/2008 11:14 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 08:28 AM	APRV
3	Dale Kennan	Dale Kennan	01/24/2008 02:16 PM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Laura Moya Started On: 01/23/2008 04:22 PM

Final Approval Date: 01/25/2008

Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Charlie Contreras, Special Projects Manager
Yoli Cisneros, Account Payable
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 23 January 2008

Subject: Commissioner's Court Agenda Item – Application for Payment No. 3(Final)
LJ #1 Subdivision, CSJ: 2C1080365

Marty, please place the above-subject item on Commissioner's Court for Tuesday, 29th January 2008.

Precinct 2 is requesting approval to pay Application for Payment No.3 (Final) for above-subject a Round II CAP Project in the amount of $22,308.30. The contractor is J.M. Construction and the project is carried by R. Gutierrez Engineering, Inc.

The account number: 7-1311-431-00-122-365-0-733 & 734

Please verify that the account and other information is correct.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

Laura

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, January 23, 2008 2:38 PM
To: Laura Moya
Cc: Charlie; Rossana Schettino; Yoli Cisneros
Subject: agnda itm req for paymt 3, retainage and cert of compl LJ#1

Please place items in the agenda
Thanks

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

R. Gutierrez Engineering Corporation

January 14, 2008

Mr. Agapito Vargas
Colonia Access Program Executive Director
Hidalgo County
301 E. State
Pharr, TX 78577

Subject: LJ Subdivision – Testing Requirements

Dear Mr. Vargas:

I have reviewed all testing requirements and frequencies for the project stated above and work done, as of November 20, 2007. All tests have met TxDOT requirements. Concrete curb and gutter testing reports from Raba-Kistner were according with plans and specifications. Testing reports on the asphalt paving were also in concurrence with plans and specifications.

Furthermore, please call me at our office number (956) 782-2557 if you have any other questions concerning to this matter.

Sincerely,

Luis J. Nava P.E.
Senior Project Manager

cc: Hector "Tito" Palacios, Pct. 2 Commissioner

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: rguteng@sbcglobal.net

APPLICATION FOR PAYMENT NO. 3 FINAL

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: JM Construction (CONTRACTOR)
Contract: C-CAP-07-011-04-10
Project: LJ #1 Subdivision
OWNER's Contract No. C-CAP-07-011-04-10 ENGINEER's Project No. ENG05.012g
For Work accomplished through the date of: 9-Jan-2008

1.	Original Contract Price:		$ 284,511.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (17,692.00)
3.	Current Contract Price (1 plus 2):		$ 266,819.00
4.	Total completed and stored to date:		$ 266,819.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 26,681.90	
	% of stored material:	$ -	
	Total Retainage:		$ 26,681.90
6.	Total completed and stored to date less retainage (4 minus 5):		$ 240,137.10
7.	Less previous Application for Payments:		$ (217,828.80)
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 22,308.30**

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 9-Jan-08 JM Construction
CONTRACTOR
By: [signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 15
day of January 2008
[signature]
Notary Public
My Commission expires: 3-30-2011

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9-Jan-08 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: [signature] P.E. 1/15/08

APPLICATION FOR PAYMENT RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: JM Construction (CONTRACTOR)
Contract: C-CAP-07-011-04-10
Project: LJ #1 Subdivision
OWNER's Contract No. C-CAP-07-011-04-10 ENGINEER's Project No. ENG05.012g
For Work accomplished through the date of: 9-Jan-2008

1.	Original Contract Price:	$	284,511.00
2.	Net change by Change Orders and Written Agreements (+ or -):	$	(17,692.00)
3.	Current Contract Price (1 plus 2):	$	266,819.00
4.	Total completed and stored to date:	$	266,819.00
5.	Retainage (per Agreement):		
	Penalties for construction delays		
	Total Retainage:		
6.	Total completed and stored to date less retainage (4 minus 5):		
7.	Less previous Application for Payments:	$	(240,137.10)
8.	TOTAL RETAINAGE DUE	$	26,681.90
9.	LESS PENALTIES FOR CONSTRUCTION DELAYS	$	(6,200.00)
10.	AMOUNT DUE THIS APPLICATION (RETAINAGE DUE LESS CONSTRUCTION PENALTIES)	$	20,481.90

587180
7-1311-206-00-000-004-0-000
REQ. #112979

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 RELEASE 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 9-Jan-08

JM Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 23rd day of January 2008

_____
Notary Public
My Commission expires: 12/16/11

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9-Jan-08

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____ P.E.

INVOICE RECEIVED BY:
_____ ON 1/24/08
GOODS/SERVICES RECEIVED BY:
_____ ON 1/24/08

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 11 DAY OF December 2007, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: January 9, 2008
OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: JM Construction.

OF THE CITY OF Weslaco STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF LJ Subdivision

CONTRACT-NO.: CAP-07-011-04-10 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 Forty two thousand seven hundred ninety dollars and twenty cents 20/100 dollars ($ 42,790.20), deducted from the final payment of the Contractor

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.

RECEIVED
JAN 17 2008
9:33 Am.

5.	Amount of Original Contract	$284,511.00
	Present Amount of Contract	$266,819.00
	Total Amount of earned to date	$266,819.00
	Less: previous payments	$217,828.80
	Balance	$ 48,990.20
	Authorized deductions	$ 6.200.00
	AMOUNT OF FINAL PAYMENT	$ 42,790.20

6. That the final payment in the amount of $ Forty two thousand seven hundred ninety dollars and twenty cents ($ 42,790.20) is now due and payable.

P.E. 1/15/08
Engineer's Signature

CONCURRED BY:

CONTRACTOR'S NAME

BY:

TITLE: President

CONCURRED BY:

Hidalgo County

AI-7647 **14.K.1.**

Approval of Execution of the B141 Agreement with Gignac & Assoc. for the Sheriff's Office Substations

CC REGULAR

Date: 01/30/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting approval for the B141- AIA Agreement for Professional Architect Services between Hidalgo County and Gignac & Associates, (as approved for negotiation on CC 05-15-07) in connection with the design and construction of "Sheriff's Office Substation in the areas of Precinct No. 1 and No. 3" and subject to legal review.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-423-00-280-036-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Precinct# 1 Substation Available Balance as of 1-25-08 $3,000,000.00;
Precinct#3 Substation to be determined in a later date.

Attachments

Link: Agreement

Link: Terms and Conditions

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2008 03:42 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 03:44 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/25/2008 09:06 AM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/23/2008 04:06 PM

Final Approval Date: 01/25/2008

DRAFT

AIA® Document B141™ - 1997 Part 1

Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services

TABLE OF ARTICLES

1.1 INITIAL INFORMATION

1.2 RESPONSIBILITIES OF THE PARTIES

1.3 TERMS AND CONDITIONS

1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.5 COMPENSATION

AGREEMENT made as of the 9th of October in the year Two Thousand and Seven
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539
Telephone Number: 956-318-2626
Fax Number: 956-318-2629
and the Architect:
(Name, address and other information)

Gignac & Associates, LLP
416 Starr Street
Corpus Christi, Texas 78401
Telephone Number- 361-884-2661
Fax Number 361-884-4232

For the following Project:
(Include detailed description of Project)
Hidalgo County
The County of Hidalgo Sheriff's Office Substation

Owner and Architect agree as follows:

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:
(3507622348)

§ ARTICLE 1.1 INITIAL INFORMTION

§ 1.1.1 This Agreement is based on the following information and assumptions. *(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

Precinct No. 3 Substation to be located near the Southeast corner of Los Ebanos Road and S.H. 107, Hidalgo County is planned for construction in the near future. While the county has not budgeted funds for the construction of the Precinct 3 Substation, the Architect agrees to be the Architect of Record for the Precinct 3 Substation under the same terms and conditions stated in this Agreement, more particularly described in Paragraph 1.1.2.5.3. Unless otherwise stated, all references to Cost of the Work or financial parameters in this Agreement refer only to the Precinct No. 1 Substation located along the northern frontage of Mile 11 and west of Mile 3 Road W. in Hidalgo County, Texas.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

Not Applicable

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

Not Applicable

§ 1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
Precinct No. 1 Substation- Estimated to be $3,000,000.00. Precinct No. 3- To be determined in a later date and as pursuant to herein 1.1.2.5.3.

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
Precinct No. 1 Substation- Estimated to be $2,988,000.00. Precinct No. 3- To be determined in a later date and as pursuant to herein 1.1.2.5.3.

.3 At the Owner's option to engage the Architect for the design of the Precinct 3 Substation more particularly described in 1.1.2.2., the Architect agrees to provide the services described in this Agreement and its incorporated documents for an amount not less than 4% of the construction cost for a prototype of the Precinct 1 Substation. However, should the Owner require substantive structural changes to the original design used for the Precinct 1 Substation for the Precinct 3 Substation, an additional negotiated stipulated sum shall be paid to the Architect for these services. In no event however, shall the Architect's total fees exceed 7.25% of the construction cost for the Precinct 3 Substation. If the County is unable to budget funds for the Precinct 3 Substation within five (5) years from substantial completion of the Precinct 1 Substation, then this Agreement shall terminate and the Architect shall be released from any obligation to provide services to Owner for the Precinct 3 Substation. The Owner agrees and understands that upon expiration of this Agreement, Owner may not use the Plans or Drawings for the Precinct 1 Substation for any other purpose without the written consent of the Architect.

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

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User Notes:

(396762234B)

To be Determined by Mutual Agreement

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid.

§ 1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Not Applicable

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Hidalgo County Commissioners' Court and Hidalgo County Sheriff's Office as referenced on the AIA 201 General Conditions as modified by owner in section 2.1.1, as authorized representatives.
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Hidalgo County Commissioners' Court
100 East Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

Mr. Rick Hinojosa- Civil
Mr. Brian Ulbrich- MEP

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Raymond Gignac & Juan Mujica
Gignac & Associates
416 Starr Street
Corpus Christi, Texas 78401
Telephone Number: 361-884-2661
Fax Number: 361-884-4232

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Mr. Rick Hinojosa - Civil
Mr. Brian Ulbrich- MEP

§ 1.1.4 Other important initial information is:

Not Applicable

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 as modified by owner.

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§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. If Owner should increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, the Architect shall make corresponding changes in the Project scope as agreed by Owner.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project to the extent of the authority of such Designated Representative as evidenced by a resolution adopted by the governing body of Owner concurrently with the approval of this Agreement. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project and agreed to in writing by the Owner.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect Architect's obligations hereunder, nor shall such failure relieve Architect from any liability for failure to discover and correct any such fault defect, error, omission or inconsistency.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, in Owner's sole discretion if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits

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established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the reasonable accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and Architect may not use the drawings and specifications therefor for any purpose not related to the Project without prior written Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 1.3.8 Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with five complete set of reproducible record prints. Additional prints, unless otherwise agreed pursuant to this agreement, shall be furnished, as an additional service, at any other time request by Owner. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including but not limited to, additions to or completion of the Project.

§ 1.3.2.3 Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner.

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§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is required, the Owner shall give prompt written notice to the Architect, and the Architect shall provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

.1 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
.2 decisions of the Owner not rendered in a timely manner;
.3 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method; or unless recommended by the Architect.
.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.
.5 change in the information contained in Article 1.1. unless such change is requested by the Architect.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 1.3.4.2 Request for mediation shall be filed in writing with the other party to this Agreement., Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Owner.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement as modified by Owner and incorporated herein as Exhibit C.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives

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of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the of Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is responsible.

Or at Owner's option:
Payment on account of services rendered and for Reimbursable Expense incurred can be made at the end of each phase of service upon presentation the Architect's statement of service. Those phases of service are described below:

Schematic Design Phase	Fifteen percent (15%)
Design Development Phase	Twenty percent (20%)
Construction Document Phase	Forty percent (40%)
Bidding/Negotiation	Five percent (5%)
Construction Phase	Twenty percent (20%)
TOTAL BASIC COMPENSATION	One-Hundred percent (100%)

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;

.2 fees paid for securing approval of authorities having jurisdiction over the Project;

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.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service at cost; other than five (5) copies of all Instruments of Service to be furnished to Owner at no additional cost.

.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

.5 renderings, models and mock-ups requested by the Owner;

.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;

.7 reimbursable expenses as designated in Section 1.5.5;

.8 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times. Architect shall maintain such reports for a minimum of five (5) years following the completion of the Project.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997, as modified by Owner.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, as modified by Owner:
(List other documents, if any, delineating Architect's scope of services.)

§ 1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

Exhibit 'A' and 'B' containing Article 3 and 4, and Exhibit 'C' containing AIA Document A201 as modified by Owner, all of which are attached hereto and incorporated herein by reference.

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Venue for any disputes or suits shall be in Hidalgo County, Texas

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

7.25.% of Final Cost

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner mutually agreed upon owner and architect.

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(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

N/A

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of One and five hundredths (1.05) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of One and five hundredths (1.05) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

Not Applicable

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable Forty-five (45) days from the date of approval by Owner of the Architect's invoice. Amounts unpaid Forty-five (45) days after the approval by Owner of the invoice shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

0

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

This Agreement entered into as of the day and year first written above.

Approved by Commissioners' Court On: **January 30, 2008**

Approved as to form
Atlas & Hall, LLP

By: _____

Attest:

_____
Arturo Guajardo Jr., County Clerk

OWNER **ARCHITECT**

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(Signature)

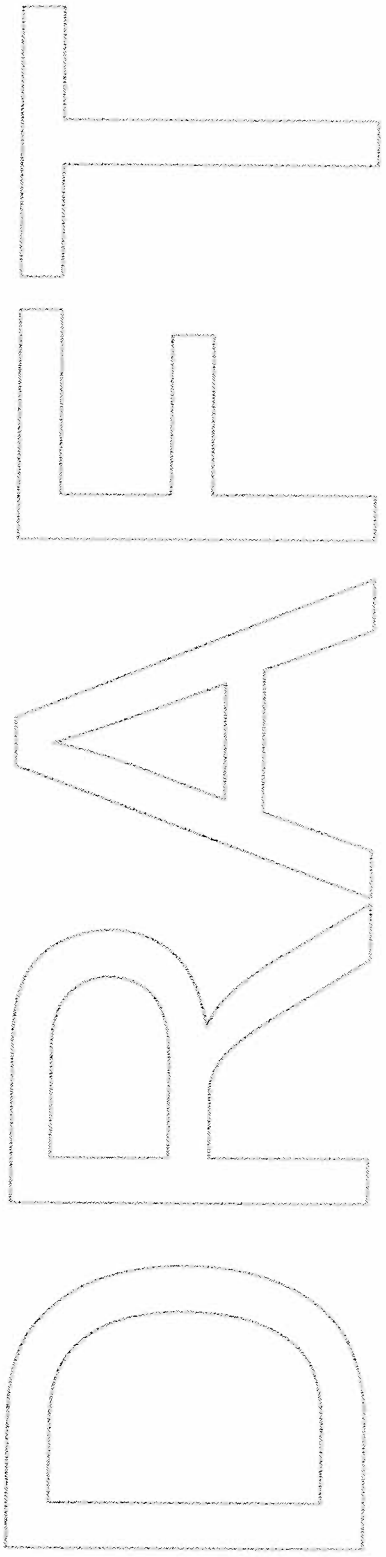
Juan D. Salinas ,III, County Judge
County of Hidalgo

(Printed name and title)

(Signature)

Raymond Gignac, AIA

(Printed name and title)

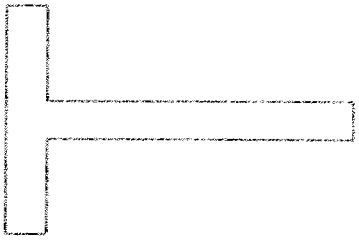


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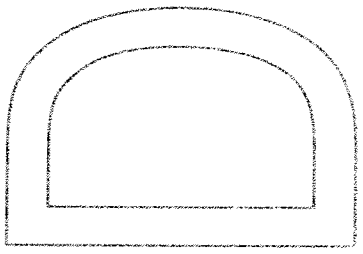
DRAFT AIA® Document B141™ - 1997 Part 2

Standard Form of Architect's Services:
Design and Contract Administration



ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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TABLE OF ARTICLES

2.1 PROJECT ADMINISTRATION SERVICES

2.2 SUPPORTING SERVICES

2.3 EVALUATION AND PLANNING SERVICES

2.4 DESIGN SERVICES

2.5 CONSTRUCTION PROCUREMENT SERVICES

2.6 CONTRACT ADMINISTRATION SERVICES

2.7 FACILITY OPERATION SERVICES

2.8 SCHEDULE OF SERVICES

2.9 MODIFICATIONS

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

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§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner, at no additional expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 1.3.8.5; or
- **.4** cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys, and a written legal description of the site.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground

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corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§ 2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

§ 2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

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§ 2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

§ 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

§ 2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

§ 2.5.5 NEGOTIATED PROPOSALS

§ 2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

§ 2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's approval thereof.

§ 2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

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§ 2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall assist the Owner in performing a review of the Project during the eleventh month after the date of substantial completion. Such services shall be furnished without additional charge except for travel and subsistence cost. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Such visits to the site shall be documented in writing on inspection report forms acceptable to Owner.

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not have control over the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or

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charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.6 the Architect shall advise the Owner of required tests, inspections and test results; shall furnish coordination of such tests and inspections and shall advise the Owner of the results of same. Copies of test results shall be furnished upon request to the Owner.

§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect.

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§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2. Preparation of Change Orders which do not substantially affect the Project shall be included in the completion computed in Paragraph 1.5.1.

§ 2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

§ 2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

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.1 up to Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.

.2 up to Four weekly (4) visits to the site by the Architect over the duration of the Project during construction.

.3 up to Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

.4 up to Two (2) inspections for any portion of the Work to determine final completion.

§ 2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

.1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 providing consultation concerning replacement of Work resulting from fire or other cause during construction;

.4 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom; except for any such substitution or revision recommended by Architect.

§ 2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1	Programming	N/A	
.2	Land Survey Services	N/A	
.3	Geotechnical Services	N/A	
.4	Space Schematics/Flow Diagrams	Architect	
.5	Existing Facilities Surveys	Architect	
.6	Economic Feasibility Studies	N/A	
.7	Site Analysis and Selection	N/A	
.8	Environmental Studies and Reports	Architect	
.9	Owner-Supplied Data Coordination	Architect	
.10	Schedule Development and Monitoring	Architect	
.11	Civil Design	N/A	
.12	Landscape Design	N/A	
.13	Interior Design	N/A	
.14	Special Bidding or Negotiation	Architect/Owner	
.15	Value Analysis	N/A	
.16	Detailed Cost Estimating	N/A	
.17	On-Site Project Representation	Architect	
.18	Construction Management	N/A	
.19	Start-up Assistance	N/A	
.20	Record Drawings	Architect	
.21	Post-Contract Evaluation	N/A	
.22	Tenant-Related Services	N/A	
.23	As builts	Contractor in coordination with Architect	

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Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.24		
.25		

Description of Services.
(Insert descriptions of the services designated.)

2.8.3(a) To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification, if any of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

2.8.3(b) The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

2.8.3(c) The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as a result of any failure or any person to comply with such schedules or timelines.

2.8.3(d) The Architect shall provide cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the project cost in accordance with Owner's requirements and procedures.

2.8.3(e)The selection and compensation of the Project Representative, if required, shall be concurred in by the Owner.

2.8.3(f)) One (1) sets of Record Drawings shall be provided to the Owner. The costs of these sets shall be included in the compensation to the Architect notwithstanding Subparagraph 1.3.9.2. Any additional Record Drawings requested by Owner shall be provided by Architect to Owner at actual cost.

2.8.3(g)Existing facility surveys; Architect verification of existing conditions and measurements.

2.8.3(h) Schedule Development and Monitoring of Architect's overall Project schedule.

2.8.3(i) On-Site Project Representation: Architect's job-site inspections, weekly or more frequently, if needed.

2.8.3(j) Architectural/engineering services encompass the following items:
.1 Structural/Electrical Engineering
.2 Texas Accessibility Standards Review
.3 30 Sets Plans/Specifications for contractors

2.8.3(k) .Architectural/engineering services include providing five (5) sets of prints of final plans. 30 (30) additional sets of final plans shall be provided by Architect to Owner at actual cost. Architect shall provide adequate backup documentation (i.e. printing invoices) to Owner for all reimbursable printing costs of final plans.

2.8.3(l) All services under 2.8.3 should be at no additional cost to the Owner

ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

See Exhibits "A" and "B" containing Article 3 and 4, and Exhibit 'C' AIA Document A201 as modified by Owner, all of which are attached hereto and incorporated herein by reference.

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By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date: October 9, 2007.

APPROVED BY COMMISSIONERS' COURT ON **October 9, 2007.**

Approved as to form:
Atlas & Hall, LLP

By:_____

Attest:

_____
Arturo Guajardo Jr., County Clerk

OWNER

_____
(Signature)
Juan D. Salinas III, County Judge
County of Hidalgo
(Printed name and title)

ARCHITECT

_____
(Signature)
Raymond Gignac, AIA
(Printed name and title)

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DRAFT

AIA® Document A201™ – 1997

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address):
Construction of Sheriff's Office Substation in the areas of Precinct No. 1 and 3

THE OWNER:
(Name and address):
County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

THE ARCHITECT:
(Name and address):
Gignac & Associates LLP
416 Starr Street
Corpus Christi, Texas 78401

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ADMINISTRATION OF THE CONTRACT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document has been approved and endorsed by The Associated General Contractors of America

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User Notes:
(0454865542)

INDEX
(Numbers and Topics in Bold are Section Headings)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
4.2.3, 10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 4.3.8, 4.4.1, 8.3.1, 9.5.1, 10.2.5, 13.4.2, 13.7, 14.1
Addenda
1.1.1, 3.11
Additional Costs, Claims for
4.3.4, 4.3.5, 4.3.6, 6.1.1, 10.3
Additional Inspections and Testing
9.8.3, 12.2.1, 13.5
Additional Time, Claims for
4.3.4, 4.3.7, 8.3.2
ADMINISTRATION OF THE CONTRACT
3.1.3, **4**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13, 4.5.1
Allowances
3.8
All-risk Insurance
11.4.1.1
Applications for Payment
4.2.5, 7.3.8, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.8.5, 9.10, 11.1.3, 14.2.4, 14.4.3
Approvals
2.4, 3.1.3, 3.5, 3.10.2, 3.12, 4.2.7, 9.3.2, 13.4.2, 13.5
Arbitration
4.3.3, 4.4, 4.5.1, 4.5.2, **4.6**, 8.3.1, 9.7.1, 11.4.9, 11.4.10
Architect
4.1
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4, 3.12.7, 4.2, 4.3.6, 4.4, 5.2, 6.3, 7.1.2, 7.3.6, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.8.3, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4
Architect, Limitations of Authority and Responsibility
2.1.1, 3.3.3, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 4.4, 5.2.1, 7.4, 9.4.2, 9.6.4, 9.6.6
Architect's Additional Services and Expenses
2.4, 11.4.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, **4.2**, 4.3.4, 4.4, 9.4, 9.5
Architect's Approvals
2.4, 3.1.3, 3.5.1, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5.1, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.6
Architect's Decisions
4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.3.4, 4.4.1, 4.4.5, 4.4.6, 4.5, 6.3, 7.3.6, 7.3.8, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4
Architect's Inspections
4.2.2, 4.2.9, 4.3.4, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.3, 3.3.1, 4.2.6, 4.2.7, 4.2.8, 7.4.1, 12.1, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12, 4.3.6
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.6, 3.1.3, 3.2.1, 3.2.2, 3.2.3, 3.3.1, 3.4.2, 3.5.1, 3.7.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 4.3.4, 4.4.1, 4.4.7, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 11.4.7, 12, 13.4.2, 13.5
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.4.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
4.2.2, 4.2.5, 4.2.9, 4.3.4, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 1.1.7, 5.2.1, 11.5.1
Boiler and Machinery Insurance
11.4.2
Bonds, Lien
9.10.2
Bonds, Performance, and Payment
7.3.6.4, 9.6.7, 9.10.3, 11.4.9, 11.5
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion

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User Notes:

9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 4.3.4, 4.3.9, 5.2.3, 7.1, **7.2**, 7.3, 8.3.1, 9.3.1.1, 9.10.3, 11.4.1.2, 11.4.4, 11.4.9, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
3.11, 4.2.8, **7**, 8.3.1, 9.3.1.1, 11.4.9
Claim, **Definition** of
4.3.1
Claims and Disputes
3.2.3, **4.3**, 4.4, 4.5, 4.6, 6.1.1, 6.3, 7.3.8, 9.3.3, 9.10.4, 10.3.3
Claims and Timely Assertion of Claims
4.6.5
Claims for Additional Cost
3.2.3, 4.3.4, **4.3.5**, 4.3.6, 6.1.1, 7.3.8, 10.3.2
Claims for Additional Time
3.2.3, 4.3.4, **4.3.7**, 6.1.1, 8.3.2, 10.3.2
Claims for Concealed or Unknown Conditions
4.3.4
Claims for Damages
3.2.3, 3.18, 4.3.10, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.4.5, 11.4.7, 14.1.3, 14.2.4
Claims Subject to Arbitration
4.4.1, 4.5.1, 4.6.1
Cleaning Up
3.15, 6.3
Commencement of Statutory Limitation Period
13.7
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.1, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 4.3.5, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.4.1, 11.4.6, 11.5.1
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
1.6.1, 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 9.10.4.2, 12.2, 13.7
Compliance with Laws
1.6.1, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8, 4.6.4, 4.6.6, 9.6.4, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3
Concealed or Unknown Conditions
4.3.4, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 1.1.7, 6.1.1, 6.1.4
Consent, Written
1.6, 3.4.2, 3.12.8, 3.14.2, 4.1.2, 4.3.4, 4.6.4, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.12.8, 4.2.8, 4.3.9, 7.1, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
1.4.1.2, 3.10, 3.12.1, 3.12.2, 4.3.7.2, 6.1.3
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
4.3.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.4.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.4.6, 11.5.1
Contract Documents, The
1.1, 1.2
Contract Documents, Copies Furnished and Use of
1.6, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.8, 4.3.4, 4.3.5, 4.4.5, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.4.1, 14.2.4, 14.3.2
Contract Sum, Definition of
9.1
Contract Time
4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1.3, 7.3, 7.4, 8.1.1, 8.2, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
1.4.1.2, **3.10**, 3.12.1, 3.12.2, 4.3.7.2, 6.1.3
Contractor's Employees

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User Notes:
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3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.4.7, 14.1, 14.2.1.1,
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.4.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.4.1.2, 11.4.7, 11.4.8
Contractor's Relationship with the Architect
1.1.2, 1.6, 3.1.3, 3.2.1, 3.2.2, 3.2.3, 3.3.1, 3.4.2, 3.5.1, 3.7.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 4.3.4, 4.4.1, 4.4.7, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 11.4.7, 12, 13.4.2, 13.5
Contractor's Representations
1.5.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 4.3.8, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Contractor's Review of Contract Documents
1.5.2, 3.2, 3.7.3
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
4.3.10, 14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.6, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.5.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 4.3.3, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14
Contractual Liability Insurance
11.1.1.8, 11.2, 11.3
Coordination and Correlation
1.2, 1.5.2, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.6, 2.2.5, 3.11
Copyrights
1.6, 3.17
Correction of Work
2.3, 2.4, 3.7.4, 4.2.1, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 13.7.1.3
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.6
Costs
2.4, 3.2.3, 3.7.4, 3.8.2, 3.15.2, 4.3, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.6, 7.3.7, 7.3.8, 9.10.2, 10.3.2, 10.5, 11.3, 11.4, 12.1, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
6.2.5, **3.14**
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 9.2.1.5, 10.2.1.2, 10.2.5, 10.6, 11.1, 11.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.6, 11.4, 12.2.4
Damages, Claims for
3.2.3, 3.18, 4.3.10, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.4.5, 11.4.7, 14.1.3, 14.2.4
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.3.4, 4.4.1, 4.4.5, 4.4.6, 4.5, 6.3, 7.3.6, 7.3.8, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1, 13.7.1.3
Defective Work, Definition of
3.5.1
Definitions
1.1, 2.1.1, 3.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.3.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 7.3.6, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2
Disputes
4.1.4, 4.3, 4.4, 4.5, 4.6, 6.3, 7.3.8
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
1.1.1, 1.3, 2.2.5, 3.11, 5.3
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
4.3.5, **10.6**, 14.1.1.2
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.4.7, 14.1, 14.2.1.1
Equipment, Labor, Materials and
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2
Execution and Progress of the Work

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User Notes:

1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3, 3.4, 3.5, 3.7, 3.10, 3.12, 3.14, 4.2.2, 4.2.3, 4.3.3, 6.2.2, 7.1.3, 7.3.4, 8.2, 9.5, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3
Extensions of Time
3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2
Failure of Payment
4.3.6, 9.5.1.3, **9.7**, 9.10.2, 14.1.1.3, 14.2.1.2, 13.6
Faulty Work
(*See* Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 4.3.2, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.5
Fire and Extended Coverage Insurance
11.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (*See* Warranty)
Hazardous Materials
10.2.4, **10.3**, 10.5
Identification of Contract Documents
1.5.1
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.10.2, 10.3.3, 10.5, 11.4.1.2, 11.4.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.1, 3.12.4, 3.12.10, 4.2.7, 4.3.3, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4
Injury or Damage to Person or Property
4.3.8, 10.2, 10.6
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.3, 3.3.1, 3.8.1, 4.2.8, 5.2.1, 7, 12, 8.2.2, 13.5.2
Insurance
3.18.1, 6.1.1, 7.3.6, 8.2.1, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 9.10.5, 11
Insurance, Boiler and Machinery
11.4.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.4.3
Insurance, Owner's Liability
11.2
Insurance, Project Management Protective Liability
11.3
Insurance, Property
10.2.5, **11.4**
Insurance, Stored Materials
9.3.2, 11.4.1.4
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.4.1.5
Insurance Companies, Settlement with
11.4.10
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 4.3.1, 5.1, 6.1.2, 8.1.4
Interpretations, Written
4.2.11, 4.2.12, 4.3.6
Joinder and Consolidation of Claims Required
4.6.4
Judgment on Final Award
4.6.6
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.6, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8, 4.6, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14
Liens
2.1.2, 4.4.8, 8.2.2, 9.3.3, 9.10
Limitation on Consolidation or Joinder
4.6.4
Limitations, Statutes of
4.6.3, 12.2.6, 13.7
Limitations of Liability
2.3, 3.2.1, 3.5.1, 3.7.3, 3.12.8, 3.12.10, 3.17, 3.18, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.10.4, 10.3.3, 10.2.5, 11.1.2, 11.2.1, 11.4.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.1, 3.7.3, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 4.3, 4.4, 4.5, 4.6, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14
Loss of Use Insurance
11.4.3
Material Suppliers
1.6, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, 10.3, 10.5

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User Notes:

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.6.1, 3.4, 3.5.1, 3.8.2, 3.8.23, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
4.4.8
Mediation
4.4.1, 4.4.5, 4.4.6, 4.4.8, **4.5**, 4.6.1, 4.6.2, 8.3.1, 10.5
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 4.3.6, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.7.3, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.4.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1, 13.7.1.3
Notice
2.2.1, 2.3, 2.4, 3.2.3, 3.3.1, 3.7.2, 3.7.4, 3.12.9, 4.3, 4.4.8, 4.6.5, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2, 12.2.4, 13.3, 13.5.1, 13.5.2, 14.1, 14.2
Notice, Written
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 4.3, 4.4.8, 4.6.5, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, 14
Notice of Testing and Inspections
13.5.1, 13.5.2
Notice to Proceed
8.2.2
Notices, Permits, Fees and
2.2.2, **3.7**, 3.13, 7.3.6.4, 10.2.2
Observations, Contractor's
1.5.2, 3.2, 3.7.3, 4.3.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.4.1.5
Orders, Written
1.1.1, 2.3, 3.9, 4.3.6, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.1, 3.12.4, 3.12.10, 4.2.7, 4.3.3, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4
Owner's Authority
1.6, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 4.3.6, 4.4.7, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.1, 11.4.3, 11.4.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.5
Owner's Liability Insurance
11.2
Owner's Loss of Use Insurance
11.4.3
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 12.2.4. 14.2.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, **1.6**, 2.2.5, 3.2.1, 3.11.1, 3.17.1, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**, 11.4.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.8, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.8.5, 9.10.1, 9.10.3, 9.10.5, 11.1.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
4.3.6, 9.5.1.3, **9.7**, 9.10.2, 14.1.1.3, 14.2.1.2, 13.6
Payment, Final
4.2.1, 4.2.9, 4.3.2, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.6.4, 9.6.7, 9.10.3, 11.4.9, **11.5**
Payments, Progress
4.3.3, 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 14.2.1.2
PCB
10.3.1

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User Notes:

Performance Bond and Payment Bond
7.3.6.4, 9.6.7, 9.10.3, 11.4.9, **11.5**
Permits, Fees and Notices
2.2.2, **3.7**, 3.13, 7.3.6.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10

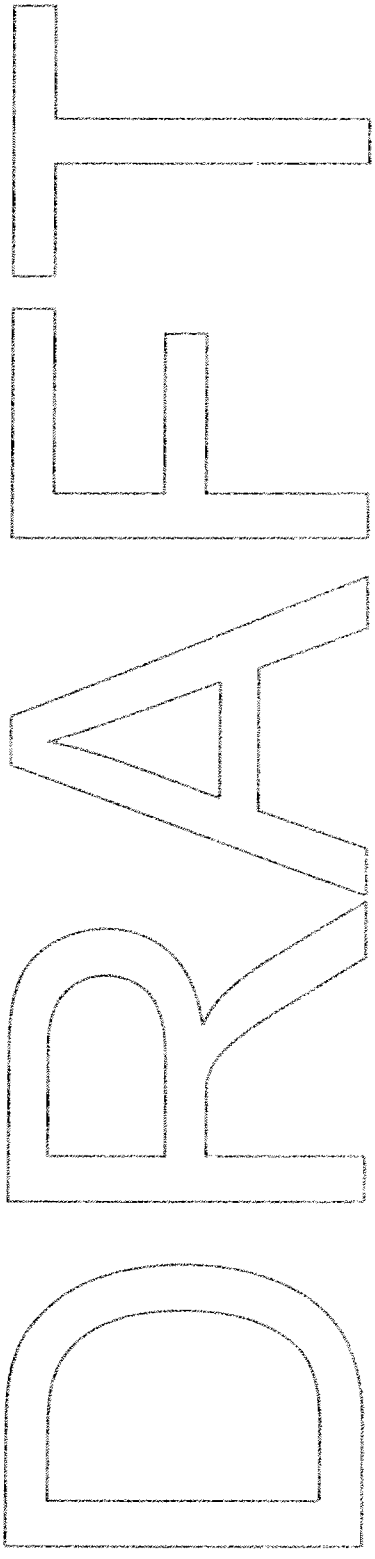
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, 4.3.3, **8.2**, 9.8, 9.9.1, 14.1.4
Progress Payments
4.3.3, 9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3
Project, Definition of the
1.1.4
Project Management Protective Liability Insurance
11.3
Project Manual, Definition of the
1.1.7
Project Manuals
2.2.5
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.4**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.6, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8, 4.6, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14
Rejection of Work
3.5.1, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
1.5.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Resolution of Claims and Disputes
4.4, 4.5, 4.6
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 4.3.8, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
1.5.2, **3.2**, 3.7.3, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5.1, 3.15.2, 4.2.6, 4.3.4, 4.5, 4.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
4.6.2
Safety of Persons and Property
10.2, 10.6
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.6
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules,
1.4.1.2, 3.10, 3.Construction12.1, 3.12.2, 4.3.7.2, 6.1.3
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 4.6.4, 6, 8.3.1, 11.4.7, 12.1.2, 12.2.5
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
1.2.2, 3.2.1, 3.3.3, 3.7.1, 4.2, 4.3.4, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
4.2.2, 4.2.9, 4.3.4, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of the
1.1.6
Specifications, The
1.1.1, **1.1.6**, 1.1.7, 1.2.2, 1.6, 3.11, 3.12.10, 3.17
Statute of Limitations
4.6.3, 12.2.6, 13.7
Stopping the Work
2.3, 4.3.6, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS

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5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1, 14.3.2
Submittals
1.6, 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.6, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Subrogation, Waivers of
6.1.1, 11.4.5, **11.4.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 9.10.4.2, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5.1, 7.3.7
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
4.3.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 4.3.3, 6.1.3, 6.2.4, 7.1.3, 7.3.6, 8.2, 8.3.1, 9.4.2, 10, 12, 14
Surety
4.4.7, 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.4
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
4.3.6, 5.4.1.1, 11.4.9, 14
Taxes
3.6, 3.8.2.1, 7.3.6.4
Termination by the Contractor
4.3.10, **14.1**
Termination by the Owner for Cause
4.3.10, 5.4.1.1, **14.2**
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2
Time Limits
2.1.2, 2.2, 2.4, 3.2.1, 3.7.3, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.3, 4.4, 4.5, 4.6, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14
Time Limits on Claims
4.3.2, 4.3.4, 4.3.8, 4.4, 4.5, 4.6
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions
4.3.4, 8.3.1, 10.3
Unit Prices
4.3.9, 7.3.3.2
Use of Documents
1.1.1, 1.6, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
4.3.10, 9.10.5, 11.4.7, 13.4.2
Waiver of Claims by the Owner
4.3.10, 9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4
Waiver of Consequential Damages
4.3.10, 14.2.4
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.4.5, **11.4.7**
Warranty
3.5, 4.2.9, 4.3.5.3, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1.3
Weather Delays
4.3.7.2
Work, Definition of
1.1.3
Written Consent

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1.6, 3.4.2, 3.12.8, 3.14.2, 4.1.2, 4.3.4, 4.6.4, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2
Written Interpretations
4.2.11, 4.2.12, 4.3.6
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 4.3, 4.4.8, 4.6.5, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, 14
Written Orders
1.1.1, 2.3, 3.9, 4.3.6, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between OWNER and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the WORK issued by the ARCHITECT pursuant to Paragraph 7.4. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

§ 1.1.1.1 CONTRACTOR acknowledges and warrants that it has closely examined all the Contract Documents, that they are suitable and sufficient to enable CONTRACTOR to complete the WORK in a timely manner for the Contract sum, and that they include all WORK, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the WORK in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the ARCHITECT and Contractor, (2) between the OWNER and a Subcontractor (except as provided in Paragraph 5.3 and 5.4 hereof) or Sub-subcontractor, (3) between the OWNER and ARCHITECT or (4) between any persons or entities other than the OWNER and Contractor. The ARCHITECT shall, however, be entitled to performance and enforcement of obligations of CONTRACTOR under the Contract intended to facilitate performance of the ARCHITECT's duties.

§ 1.1.3 THE WORK

The term "WORK" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the CONTRACTOR to fulfill the Contractor's obligations. The WORK may constitute the whole or a part of the Project.

§ 1.1.3.1 The WORK shall include the obligation of CONTRACTOR to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing CONTRACTOR with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the WORK performed under the Contract Documents may be the whole or a part and which may include construction by the OWNER or by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the WORK, generally including plans, elevations, sections, details, schedules and diagrams, wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the WORK, and performance of related services.

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the WORK which is issued by ARCHITECT and shall include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

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§ 1.1.8 ADDENDUM: A change to Contract Documents issued by ARCHITECT which is subject to OWNER's approval prior to the execution of the Agreement and specifically listed in the Agreement.

§ 1.1.9 ALTERNATE: A variation in Contract requirements on which a separate price is to be received by OWNER as part of the bid. If the Alternate is accepted in writing by OWNER, the variation is then part of the Contract and the amount of money quoted to be added or deducted from the Base Bid is taken into account in determining the Contract Sum.

§ 1.1.10 BASE BID: The bid before any Alternates are considered.

§1.1.11 FINAL COMPLETION: Final Completion is achieved at the time that final inspection has been performed by ARCHITECT and the final Certificate for Payment is issued by ARCHITECT and approved by OWNER.

§1.1.12 NOT IN CONTRACT N.I.C.: WORK not included in the Contract.

§1.1.13 OR APPROVED EQUAL AND EQUAL TO: Shall mean products by manufacturers other than those specified in the Contract Documents which CONTRACTOR may submit for substitution and prove to be equal to those specified in the Contract Documents and which may be incorporated in the WORK after review and acceptance by ARCHITECT and acceptance by OWNER.

§1.1.14 INDICATED AND SHOWN: Shall mean as detailed, scheduled, or called for in the Contract Documents.

§1.1.15 KNOWLEDGE: The terms 'knowledge', 'recognize' and 'discover', their respective derivatives, and similar terms in the Contract Documents as used in reference to CONTRACTOR knows (or should know), recognized (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression 'reasonably inferable' and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor in Hidalgo County familiar with the Project and exercising the care, skill, and diligence required of CONTRACTOR by the Contract Documents.

§1.1.16 DAYS: The terms 'days' in the Contract Documents means 'calendar days.'

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The Contract Documents include all items necessary for the proper execution and completion of the WORK by CONTRACTOR. The Work shall consist of all the items specifically included in the Contract Documents as well as all additional items of WORK that are reasonably inferable from that which is specified in order to complete the WORK in accordance with the Contract Documents and in order to produce the intended results. The Contract Documents are complementary, and what is required by any one Contract Document, shall be as binding as if required by all. Any differences between the requirements of the Drawing and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to OWNER and ARCHITECT by CONTRACTOR prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If any such differences or conflicts were not called to OWNER's and ARCHITECT's attention prior to submission of bids, ARCHITECT shall decide which of the conflicting requirements will govern based upon: the most stringent of the requirements will take precedence over the less specific and the more expensive will take precedence over the less expensive, and subject to approval of OWNER, CONTRACTOR shall perform the WORK at no additional cost and/or time to OWNER in accordance with ARCHITECT's decision. WORK not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the WORK among Subcontractors or in establishing the extent of WORK to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words and abbreviations which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 If WORK is required in a manner to make it impossible to produce WORK of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, CONTRACTOR shall request in writing an interpretation from ARCHITECT before proceeding with the WORK. If CONTRACTOR fails to make such request, no excuse will thereafter be entertained for the failure to carry out WORK in the required manner or provide required guarantees, warranties, or bonds and CONTRACTOR shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.3 CAPITALIZATION

§ 1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the OWNER and CONTRACTOR. If either the OWNER or CONTRACTOR or both do not sign all the Contract Documents, the ARCHITECT shall identify such unsigned Documents.

§ 1.5.2 Execution of the Contract by the CONTRACTOR is a representation that said Contractor documents are full and complete, are sufficient to have enabled CONTRACTOR to determine the cost of the WORK therein to enter into the Contract and that the Contract Documents are sufficient to enable it to construct the WORK outlined therein, and otherwise to fulfill all its obligations hereunder, including, but not limited to, CONTRACTOR's obligation to construct the WORK for an amount not in excess of the Contract Sum on or before the date (s) of Substantial Completion established in the Agreement. CONTRACTOR further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the WORK and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, CONTRACTOR specifically represents and warrants to OWNER that it has, by careful examination, satisfied itself as to (1) the nature, location, and character of the Project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and manmade, and all surface and subsurface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including, without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the WORK in the manner and within the cost and time frame required by the Contract Documents.

§1.5.2.2. In connection with the foregoing and having carefully examined all Contract Documents, as aforesaid, and having visited the site, CONTRACTOR acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify OWNER and ARCHITECT of such fact.

§1.5.2.3 Further, CONTRACTOR recognizes the extra degree of care required under the urban site construction circumstances with respect to safety, protection of pedestrians, cleanliness of the site, health and other laws, and protection of existing utilities, adjacent streets, and property. In arriving at the Contract Sum and the Contract Time, CONTRACTOR has, as an experienced and prudent CONTRACTOR, exercised its best judgment and expertise to include the impact of such circumstances upon the Contract Sum and the Contract Time.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the WORK and are, and shall remain, the property of OWNER. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a

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copyright in the Drawings, Specifications and other similar or related documents, and OWNER shall retain all common law, statutory, and other reserved rights, in addition to the copyright(including, without limitations, the right to create derivative works therefrom). All copies of such documents shall be returned to OWNER upon Completion of the WORK. The Drawings, Specifications and other similar or related documents and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the WORK without the specific written consent of the OWNER, ARCHITECT and the Architect's consultants appropriate to and for use in the execution of their WORK under the Contract Documents.

§1.6.2 Upon OWNER's Payment, all Plans, Drawings, Specifications and other similar documents and copies thereof, furnished by the CONTRACTOR are and shall remian the property of the OWNER and shall not be used by any person on any project without prior written consent of OWNER and ARCHITECT of Record.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The OWNER is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners' Court of OWNER, by majority vote, is the only representative of the OWNER, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Court shall designate as appropriate, an authorized representatives to act on its behalf during the course of construction. In the event that emergency changes in the scope of the WORK are required before the Court's next regular meeting or in order to facilitate and expedite the timely completion of the WORK, the Court's authorized representatives may approve construction changes that do not exceed $5,000.00 in increased costs. Any such change shall be confirmed in writing between the CONTRACTOR and the Court at its next regular meeting. The Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 The OWNER shall furnish to the CONTRACTOR within fifteen (15) days after receipt of a written request, information necessary and relevant for the CONTRACTOR to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the OWNER's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The OWNER shall, at the written request of the CONTRACTOR, prior to commencement of the WORK and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the OWNER's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the WORK. After such evidence has been furnished, the OWNER shall not materially vary such financial arrangements without prior notice to the CONTRACTOR.

§ 2.2.2 Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the CONTRACTOR under the Contract Documents, the OWNER shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. In connection with the foregoing, CONTRACTOR shall be solely responsible for locating (and shall locate prior to performing any WORK) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables and shall perform the WORK in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines.

§ 2.2.3 The OWNER shall furnish surveys describing physical characteristics, legal limitations for the site of the Project, and a legal description of the site. The CONTRACTOR shall be entitled to reasonably rely on the accuracy of information furnished by the OWNER but shall exercise proper precautions relating to the safe performance of the WORK.

§ 2.2.4 Information or services required of the OWNER by the Contract Documents shall be furnished by the OWNER with reasonable promptness. Any other information or services relevant to the CONTRACTOR's performance of the WORK under the OWNER's control shall be furnished by the OWNER after receipt from the CONTRACTOR of a written request for such information or services.

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§ 2.2.5 OWNER shall furnish CONTRACTOR with one set of reproducible of Drawings and one Project Manual. Contractor is given permission to make copies of these documents for use on this Project. All costs of reproduction are the responsibility of CONTRACTOR.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the CONTRACTOR fails to correct WORK which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out WORK in accordance with the Contract Documents, or fails to remove and discharge within ten (10) days any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under CONTRACTOR or disregards the instructions of ARCHITECT or OWNER when based on the requirement of the Contract Document, the OWNER may issue a written order to the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, the right of the OWNER to stop the WORK shall not give rise to a duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other person or entity, and any delays resulting from such WORK stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the CONTRACTOR defaults or neglects to carry out the WORK in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness or fails within such seven-day period to eliminate (or diligently commence to eliminate) the cause of any stop WORK order issued under Subparagraph 2.3.1 hereof, the OWNER may, without prejudice to other remedies the OWNER may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR the reasonable cost of correcting such deficiencies, including OWNER's expenses and compensation for the ARCHITECT's additional services made necessary by such default, neglect or failure. Such Change Order shall be deemed to have been executed by CONTRACTOR, whether or not actually signed by CONTRACTOR, unless the Change Order is shown to have been prepared in bad faith by OWNER or ARCHITECT. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the OWNER.

§ 2.5.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of OWNER granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The CONTRACTOR is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "CONTRACTOR" means the CONTRACTOR or the CONTRACTOR's authorized representative.

§ 3.1.2 The CONTRACTOR shall perform the WORK in accordance with the Contract Documents.

§ 3.1.3 The CONTRACTOR shall not be relieved of obligations to perform the WORK in accordance with the Contract Documents either by activities or duties of the ARCHITECT in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the CONTRACTOR.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the WORK, the CONTRACTOR shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the WORK, as well as the information furnished by the OWNER pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the WORK and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the CONTRACTOR and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the CONTRACTOR shall be reported promptly to the ARCHITECT and OWNER as a request for design information in such form as the ARCHITECT may require.

§ 3.2.2 Any design errors or omissions noted by the CONTRACTOR during this review shall be reported promptly in written notices to the ARCHITECT and OWNER, but it is recognized that the CONTRACTOR's review is made

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in the CONTRACTOR's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The CONTRACTOR is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the CONTRACTOR shall be reported promptly to the ARCHITECT and OWNER.

§ 3.2.2.1 Should any words or numbers that are necessary to a clear understanding of the WORK be illegible or omitted, or should an error, or discrepancy occur in any of the Contract Documents, CONTRACTOR shall immediately notify in writing ARCHITECT and OWNER of such omission, error, or discrepancy, and CONTRACTOR shall not proceed with the portion of the WORK until clarification is received. If CONTRACTOR proceeds without notifying ARCHITECT and OWNER, and does not get clarification, CONTRACTOR shall be responsible for the cost of correcting same, including any resulting damages.

§ 3.2.3 If the CONTRACTOR believes that additional cost or time is involved because of clarifications or instructions issued by the ARCHITECT in response to the CONTRACTOR's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the CONTRACTOR shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the CONTRACTOR fails to perform the obligations of Sections 3.2.1 and 3.2.2, the CONTRACTOR shall pay such costs and damages to the OWNER as would have been avoided if the CONTRACTOR had performed such obligations. The CONTRACTOR shall not be liable to the OWNER or ARCHITECT for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the CONTRACTOR recognized such error, inconsistency, omission or difference and knowingly failed to report it to the ARCHITECT.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The CONTRACTOR shall supervise and direct the WORK, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the WORK under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the CONTRACTOR shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the CONTRACTOR determines that such means, methods, techniques, sequences or procedures may not be safe, the CONTRACTOR shall give timely written notice to the OWNER and ARCHITECT and shall not proceed with that portion of the WORK without further written instructions from the ARCHITECT.

§ 3.3.2 The CONTRACTOR shall be responsible to the OWNER for acts and omissions of the CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the WORK for or on behalf of the CONTRACTOR or any of its Subcontractors.

§ 3.3.3 The CONTRACTOR shall be responsible for inspection of portions of WORK already performed to determine that such portions are in proper condition to receive subsequent WORK.

§3.3.4 CONTRACTOR shall be responsible to OWNER for acts and omissions of CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons performing portions of the WORK under contract or other arrangements with CONTRACTOR.

§3.3.5 CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the WORK, including those with respect to the safety or persons and property and their protection from damages, injury, or loss. CONTRACTOR shall promptly remedy damages and loss to property at the site caused in whole or in part by CONTRACTOR, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of OWNER or ARCHITECT by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of CONTRACTOR, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of CONTRACTOR are in addition to Contractor's obligations under other provisions hereunder.

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§3.3.6 CONTRACTOR shall be responsible for inspections of portion of WORK already performed under the CONTRACTOR for Construction to determine that such portions are in proper condition to receive subsequent WORK.

§ 3.3.7 CONTRACTOR has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. CONTRACTOR shall coordinate its WORK with that of all others on the Project, including construction utilities.

§3.3.8 CONTRACTOR shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the WORK; report errors or inconsistencies to OWNER and ARCHITECT before commencing WORK; and if applicable, review the placement of the buildings and permanent facilities on the site with OWNER and ARCHITECT after all lines are staked out and before foundation WORK is started. CONTRACTOR shall provide access to the WORK for OWNER, ARCHITECT, other persons designated by OWNER, and governmental inspectors. Any encroachments made by CONTRACTOR or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by CONTRACTOR in the Contract Documents, shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible). At CONTRACTOR's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to OWNER in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 CONTRACTOR shall verify at the worksite the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the WORK and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by OWNER. WORK shall be created square, plumb, level true to line and grade, in the exact plane and to the correct elevation and/or slope to drain as indicated. To ensure the proper execution of its subsequent WORK, CONTRACTOR shall measure all WORK already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to ARCHITECT and OWNER any discrepancy between said WORK and the Drawings and Specifications for the WORK.

§ 3.3.10 Any discrepancy or omission in the dimensions or elevations shown on the Drawings and Specifications or found in previous WORK which may prevent accurate layout or construction of the WORK, shall immediately be reported to ARCHITECT and OWNER. When CONTRACTOR knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from ARCHITECT or OWNER, CONTRACTOR shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of WORK which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve CONTRACTOR from performing such omitted or misdescribed details of the WORK, and they shall be performed as if fully and correctly set forth as described in the Drawings and Specifications, at no additional cost to OWNER.

§ 3.3.11 CONTRACTOR shall engage workers who are skilled in performing the WORK, and all WORK shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. CONTRACTOR shall be liable for all property damage, including repairs and replacements of the WORK and economics losses, which proximately result from the breach of this duty. CONTRACTOR shall advise ARCHITECT:

a) if a specified product deviates from good construction practices;

b) if following the Specifications will affect any warranties; or

c) any objections which CONTRACTOR may have to the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

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§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the WORK, whether temporary or permanent and whether or not incorporated or to be incorporated in the WORK.

§ 3.4.2 The CONTRACTOR may make substitutions only with the consent of the OWNER, after evaluation by the ARCHITECT and in accordance with a Change Order. By making requests for substitutions based on Subparagraph 3.4.2 CONTRACTOR:

.1 represents that CONTRACTOR has personally investigated the proposed substitute products and determined that it is equal or superior in all respects to that specified.

.2 represents that CONTRACTOR will provide the same warranty for the substitution as CONTRACTOR would for that specified.

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the WORK to be complete in all respects.

§ 3.4.3 The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced CONTRACTOR to adopt and implement policies and practices designed to avoid WORK stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3.1 hereof, CONTRACTOR shall be liable to OWNER for all damages suffered by OWNER occurring as a result of WORK stoppages, slowdowns, disputes, or strikes.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of this Agreement and shall be installed in strict accordance with manufacturer's directions. CONTRACTOR shall, if required by OWNER or ARCHITECT, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the WORK, or any part of same, to be above the standards required by applicable laws, ordinances, rules, and regulations, and other statutory provisions pertaining to the WORK, such WORK shall be performed and completed by CONTRACTOR in accordance with the Contract Documents.

§3.4.6 When the manufacturer's name, patent number, underwriter's labels, model numbers, or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The CONTRACTOR warrants to the OWNER and ARCHITECT that materials and equipment furnished under the Contract will be of the best quality in accordance with the Specifications and shall be new unless otherwise required or permitted by the Contract Documents; that the WORK will be free from faults and defects, and that the WORK will conform to the requirements of the Contract Documents. WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the ARCHITECT, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

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§3.5.3 CONTRACTOR shall issue in writing to OWNER as a condition precedent to final payment a 'general warranty' reflecting the terms and conditions of this Paragraph 3.5 for all WORK under the Contract.

§3.5.4 The warranties provided in Paragraph 3.5.1 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require CONTRACTOR to replace defective materials and equipment and re-execute defective WORK which is disclosed to the CONTRACTOR by the OWNER within a period of one (1) year after final completion of the entire WORK unless a longer warranty time is specifically called for in the specifications.

The CONTRACTOR shall assign all components, equipment and fixture warranties to the OWNER and will deliver all manuals to the OWNER at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to OWNER.

§3.5.6 Warranties shall become effective on a date established by OWNER and ARCHITECT in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire WORK, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If ARCHITECT considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by ARCHITECT for final acceptance, subject to OWNER's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1

§3.5.8 CONTRACTOR shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. CONTRACTOR shall, immediately upon notification by OWNER of water penetration, determine the source of water penetration and, at its own expense, do any WORK necessary to make the building(s) watertight. CONTRACTOR shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, CONTRACTOR shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirements shall govern.

§3.5.10 If for any reason CONTRACTOR cannot warrant any part of the WORK using material or construction methods that have been specified, or shown, it shall notify OWNER and ARCHITECT in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

§ 3.6.1 The CONTRACTOR shall pay sales, consumer, use and similar taxes for the WORK provided by the CONTRACTOR which are legally enacted.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 The CONTRACTOR shall be responsible for making and submitting application for the building permits. The OWNER shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The CONTRACTOR shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections and other consents for general construction including, without limitation, street opening, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are legally required when bids are received.

The CONTRACTOR shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and State and local authorities, if applicable, that require completion of documentation and/or acquisition of all permits for the Project. CONTRACTOR's obligations under this paragraph do not require it

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to perform engineering services during the preconstruction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by CONTRACTOR during the construction process which modifies the original site drainage plan and requires the issuance of a permit shall be at CONTRACTOR's sole cost.

§ 3.7.2 The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders and all other requirements of public authorities applicable to performance of the WORK.

§ 3.7.3 Subject to the other terms and conditions of these Supplementary General Conditions in general and Subparagraph 1.2.2., 1.2.3, and 3.2.2 in particular, it is not the CONTRACTOR's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations unless such laws, statutes, ordinances, building codes, and rules and regulations bear upon the performance of the WORK. However, if the CONTRACTOR observes that portions of the Contract Documents are at variance therewith, the CONTRACTOR shall promptly notify the ARCHITECT and OWNER in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the CONTRACTOR performs WORK (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to laws, statutes, ordinances, building codes, and rules and regulations, the CONTRACTOR shall assume appropriate responsibility for such WORK and shall bear the costs attributable to correction.

§ 3.8 ALLOWANCES

§ 3.8.1 The CONTRACTOR shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the OWNER may direct, but the CONTRACTOR shall not be required to employ persons or entities to whom the CONTRACTOR has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the CONTRACTOR of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** CONTRACTOR's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in CONTRACTOR's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the OWNER in sufficient time to avoid delay in the WORK.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The CONTRACTOR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the WORK. The superintendent shall represent the CONTRACTOR, and communications given to the superintendent shall be as binding as if given to the CONTRACTOR. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The CONTRACTOR, promptly after being awarded the Contract, shall prepare and submit for the OWNER's and ARCHITECT's review and approval the CONTRACTOR's construction schedule for the WORK. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the WORK and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the WORK. The schedule shall indicate the proposed starting and completion dates for the various execution of the WORK as well as the totality of the WORK. The schedule shall be updated every thirty (30) says and submitted to ARCHITECT with CONTRACTOR's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If

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any schedule submitted sets such a date for Substantial Completion for the WORK or any phase of the WORK beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then CONTRACTOR shall submit to ARCHITECT and OWNER for their review and approval a narrative description of the means and methods that CONTRACTOR intends to employ to expedite the progress of the WORK to ensure timely completion of the various phases of the WORK as well as the totality of the WORK. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, CONTRACTOR shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The CONTRACTOR shall prepare and keep current, for the ARCHITECT's approval, a schedule of submittals which is coordinated with the CONTRACTOR's construction schedule and allows the ARCHITECT reasonable time to review submittals.

§ 3.10.3 The CONTRACTOR shall perform the WORK in general accordance with the most recent schedules submitted to the OWNER and ARCHITECT.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The CONTRACTOR shall maintain at the site for the OWNER one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the ARCHITECT and shall be delivered to the ARCHITECT for submittal to the OWNER upon completion of the WORK.

§3.11.2 At the Date of Substantial Completion and as a condition precedent to final payment, CONTRACTOR shall furnish the following documents to ARCHITECT for submittal to OWNER: Record Drawings, showing the field changes and selections (all changes and selections to be approved by OWNER and ARCHITECT in advance) affecting the general construction, mechanical, electrical, plumbing, and all other WORK, and indicating the WORK as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of ARCHITECT's Drawings obtained and paid for by CONTRACTOR. CONTRACTOR shall maintain at the job site one (1) set of ARCHITECT's Drawings and indicate thereon each field change as it occurs.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the WORK by the CONTRACTOR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the WORK.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate materials or equipment for some portion of the WORK.

§ 3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the WORK will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the WORK for which submittals are required by the Contract Documents the way by which the CONTRACTOR proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the ARCHITECT is subject to the limitations of Section 4.2.7. Informational submittals upon which the ARCHITECT is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the ARCHITECT without action.

§ 3.12.5 The CONTRACTOR shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the WORK or in the activities of the OWNER or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the CONTRACTOR may be returned by the ARCHITECT without action.

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§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the CONTRACTOR represents that the CONTRACTOR has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the WORK and of the Contract Documents.

§ 3.12.7 The CONTRACTOR shall perform no portion of the WORK for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the ARCHITECT.

§ 3.12.8 The WORK shall be in accordance with approved submittals except that the CONTRACTOR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the ARCHITECT's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed the ARCHITECT in writing of such deviation at the time of submittal and (1) the ARCHITECT has given written approval to the specific deviation as a minor change in the WORK, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the ARCHITECT's approval thereof.

§ 3.12.9 The CONTRACTOR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the ARCHITECT on previous submittals. In the absence of such written notice the ARCHITECT's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The CONTRACTOR shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the WORK or unless the CONTRACTOR needs to provide such services in order to carry out the CONTRACTOR's responsibilities for construction means, methods, techniques, sequences and procedures. The CONTRACTOR shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the CONTRACTOR by the Contract Documents, the OWNER and the ARCHITECT will specify all performance and design criteria that such services must satisfy. The CONTRACTOR shall cause such services or certifications to be provided by a properly licensed design professional, and who shall comply with requirements of OWNER regarding qualifications and insurance, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the WORK designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the ARCHITECT. The OWNER and the ARCHITECT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the OWNER and ARCHITECT have specified to the CONTRACTOR all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the ARCHITECT will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONTRACTOR shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The CONTRACTOR shall be responsible for cutting, fitting or patching required to complete the WORK or to make its parts fit together properly.

§ 3.14.2 The CONTRACTOR shall not damage or endanger a portion of the WORK or fully or partially completed construction of the OWNER or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The CONTRACTOR shall not cut or otherwise alter such construction by the OWNER or a separate contractor except with written consent of the OWNER and of such separate contractor; such consent shall not be

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unreasonably withheld. The CONTRACTOR shall not unreasonably withhold from the OWNER or a separate contractor the CONTRACTOR's consent to cutting or otherwise altering the WORK.

§ 3.15 CLEANING UP

§ 3.15.1 The CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the WORK, the CONTRACTOR shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 3.15.2 If the CONTRACTOR fails to clean up as provided in the Contract Documents, the OWNER may do so and the cost thereof shall be charged to the CONTRACTOR.

§ 3.16 ACCESS TO WORK

§ 3.16.1 The CONTRACTOR shall provide the OWNER and ARCHITECT access to the WORK in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

§ 3.17.1 The CONTRACTOR shall pay all royalties and license fees. The CONTRACTOR shall defend suits or claims for infringement of copyrights and patent rights and shall hold the OWNER and ARCHITECT harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the OWNER or ARCHITECT. However, if the CONTRACTOR has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the CONTRACTOR shall be responsible for such loss unless such information is promptly furnished to the ARCHITECT.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless OWNER, the Commissioners' Court of OWNER, all elected officials, employees and agents of OWNER of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorney's fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the WORK performed hereunder, (2) the Contract, or (3) the act of omission of CONTRACTOR, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by CONTRACTOR or a Subcontractor , (b) for whose acts or omissions CONTRACTOR or a Subcontractor may be liable (excluding property damage to the WORK itself, covered by OWNER's all-risk builder's risk insurance, subject to CONTRACTOR's liability for any deductible amounts there under). The obligations of CONTRACTOR under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of OWNER. Further, the obligations of CONTRACTOR under this indemnification shall not extend to the liability of ARCHITECT, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions of instructions by ARCHITECT, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. CONTRACTOR shall promptly advise OWNER in writing of any action, administrative or legal proceeding, or investigation as to which this indemnification may apply, and CONTRACTOR, at Contractor's expense, shall assume on behalf of OWNER and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to OWNER, provided, OWNER shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants, in any such action, include both CONTRACTOR and OWNER, and OWNER shall have reasonably concluded that there may be legal defenses available to it that are different from, in addition to, or inconsistent with, those available to CONTRACTOR, then OWNER shall have the right to select separate counsel to participate in the defense of such action on its own behalf at CONTRACTOR's expense. In the event of failure by CONTRACTOR to fully perform in accordance with this indemnification paragraph, OWNER, at its option, and without relieving CONTRACTOR of its obligations hereunder, may so perform, but all costs and expenses so incurred by OWNER in that even shall be reimbursed by CONTRACTOR to OWNER, together with interest on the same from the date any such expense was paid by OWNER until reimbursed by CONTRACTOR, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of CONTRACTOR under

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this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subsection 4.3.5 hereof.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The ARCHITECT is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "ARCHITECT" means the ARCHITECT or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the ARCHITECT as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the OWNER, CONTRACTOR and ARCHITECT. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the ARCHITECT is terminated, the OWNER shall employ a new ARCHITECT against whom the CONTRACTOR has no reasonable objection and whose status under the Contract Documents shall be that of the former ARCHITECT.

§ 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The ARCHITECT will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of WORK described in Section 12.2. The ARCHITECT will have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The ARCHITECT, as a representative of the OWNER, will visit the site at intervals appropriate to the stage of the CONTRACTOR's operations (1) to become generally familiar with and to keep the OWNER informed about the progress and quality of the portion of the WORK completed, (2) to endeavor to guard the OWNER against defects and deficiencies in the WORK, and (3) to determine in general if the WORK is being performed in a manner indicating that the WORK, when fully completed, will be in accordance with the Contract Documents. However, the ARCHITECT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the WORK. The ARCHITECT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the WORK, since these are solely the CONTRACTOR's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The ARCHITECT shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the WORK. ARCHITECT shall be responsible for promptly notifying CONTRACTOR of the failure of CONTRACTOR, Subcontractors or any other persons performing any of the WORK, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent ARCHITECT becomes aware of, or should, exercising due professional diligence, be aware of same. ARCHITECT shall also promptly notify OWNER in writing of the failure of any of the foregoing parties to carry out the WORK in accordance with the Contract Documents..

§ 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the OWNER and CONTRACTOR shall endeavor to communicate with each other through the ARCHITECT about matters arising out of or relating to the Contract. Communications by and with the ARCHITECT's consultants shall be through the ARCHITECT. Communications by and with Subcontractors and material suppliers shall be through the CONTRACTOR. Communications by and with separate contractors shall be through the OWNER.

§ 4.2.5 Based on the ARCHITECT's evaluations of the Contractor's Applications for Payment, the ARCHITECT will review and certify the amounts due the CONTRACTOR and will issue Certificates for Payment in such amounts.

§ 4.2.6 The ARCHITECT will have authority and the responsibility to reject WORK that does not conform to the Contract Documents. Whenever the ARCHITECT considers it necessary or advisable, the ARCHITECT will have authority to require inspection or testing of the WORK in accordance with Sections 13.5.2 and 13.5.3, whether or

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not such WORK is fabricated, installed or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the CONTRACTOR, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the WORK.

§ 4.2.7 The ARCHITECT will review and approve or reject or take other appropriate action upon the CONTRACTOR's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The ARCHITECT's action will be taken with such reasonable promptness as to cause no delay in the WORK or in the activities of the OWNER, CONTRACTOR or separate contractors, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the CONTRACTOR as required by the Contract Documents. The ARCHITECT's review of the CONTRACTOR's submittals shall not relieve the CONTRACTOR of the obligations under Sections 3.3, 3.5 and 3.12. The ARCHITECT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of any construction means, methods, techniques, sequences or procedures. The ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The ARCHITECT will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the WORK as provided in Section 7.4.

§ 4.2.9 The ARCHITECT will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the OWNER, for the OWNER's review and records, written warranties and related documents required by the Contract and assembled by the CONTRACTOR, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 If the OWNER and ARCHITECT agree, the ARCHITECT will provide one or more project representatives to assist in carrying out the ARCHITECT's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The ARCHITECT will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the OWNER or CONTRACTOR. The ARCHITECT's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the ARCHITECT shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the ARCHITECT to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the ARCHITECT will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the ARCHITECT will endeavor to secure faithful performance by both OWNER and CONTRACTOR, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the ARCHITECT and the other party. Said written

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notice of Claims shall state specifically the reason for the Claim, the date or dates of the cause of causes or the Claim, and if any extension of time is requested, the number of days of extension requested.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 and Article 14, the CONTRACTOR shall proceed diligently with performance of the Contract and the OWNER shall continue to make payments in accordance with the Contract Documents.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The ARCHITECT will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the WORK, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the ARCHITECT determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ARCHITECT shall so notify the OWNER and CONTRACTOR in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the ARCHITECT has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the OWNER and CONTRACTOR cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the ARCHITECT for initial determination, subject to further proceedings pursuant to Section 4.4. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by CONTRACTOR's (i) prior inspection, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that CONTRACTOR had the opportunity to make or should have performed in connection with the Project.

§ 4.3.5 Claims for Additional Cost. If the CONTRACTOR wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the WORK. Said notice shall itemize all claims and shall contain sufficient detail substantiating data to permit evaluation of same by OWNER and ARCHITECT. No such claims shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the CONTRACTOR believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the ARCHITECT, (2) an order by the OWNER to stop the WORK where the CONTRACTOR was not at fault, (3) a written order for a minor change in the WORK issued by the ARCHITECT, (4) failure of payment by the OWNER, (5) termination of the Contract by the OWNER, (6) OWNER's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time
§ 4.3.7.1 If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The CONTRACTOR's Claim shall include an estimate of cost and of probable effect of delay on progress of the WORK. In the case of a continuing delay only one Claim is necessary.

§ 4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided however, if ARCHITECT determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within

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a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of WORK proposed will cause substantial inequity to the OWNER or CONTRACTOR, the applicable unit prices shall be equitably adjusted.

§ 4.3.10 CONTRACTOR shall not be entitled to claims for additional time and/or increase in Contract price due to a problem or no-performance of a Subcontractor.

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of ARCHITECT. Claims, including those alleging an error or omission by the ARCHITECT but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the ARCHITECT for decision. An initial decision by the ARCHITECT shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the CONTRACTOR and OWNER arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the ARCHITECT with no decision having been rendered by the ARCHITECT. The ARCHITECT will not decide disputes between the CONTRACTOR and persons or entities other than the OWNER.

§ 4.4.2 The ARCHITECT will review Claims and within ten (10) days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the ARCHITECT is unable to resolve the Claim if the ARCHITECT lacks sufficient information to evaluate the merits of the Claim or if the ARCHITECT concludes that, in the ARCHITECT's sole discretion, it would be inappropriate for the ARCHITECT to resolve the Claim.

§ 4.4.3 In evaluating Claims, the ARCHITECT may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the ARCHITECT in rendering a decision. The ARCHITECT may request the OWNER to authorize retention of such persons at the OWNER's expense.

§ 4.4.4 If the ARCHITECT requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either provide a response on the requested supporting data, advise the ARCHITECT when the response or supporting data will be furnished or advise the ARCHITECT that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ARCHITECT will either reject or approve the Claim in whole or in part.

§ 4.4.5 The ARCHITECT will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the ARCHITECT shall be final and binding on the parties but subject to mediation and arbitration.

§ 4.4.7 Upon receipt of a Claim against the CONTRACTOR or at any time thereafter, the ARCHITECT or the OWNER may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a CONTRACTOR's default, the ARCHITECT or the OWNER may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the CONTRACTOR to perform a portion of the WORK at the site or to otherwise furnish labor, material, or other services with respect to a portion of the WORK. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the WORK at the site or to otherwise furnish labor, material, or other services with respect to a portion of the WORK. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the CONTRACTOR, as soon as practicable after award of the Contract, shall furnish in writing to the OWNER through the ARCHITECT the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the WORK. The ARCHITECT will promptly reply to the CONTRACTOR in writing stating whether or not the OWNER or the ARCHITECT, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the OWNER or ARCHITECT to reply promptly shall constitute notice of no reasonable objection.

§ 5.2.2 The CONTRACTOR shall not contract with a proposed person or entity to whom the OWNER or ARCHITECT has made reasonable and timely objection. The CONTRACTOR shall not be required to contract with anyone to whom the CONTRACTOR has made reasonable objection.

§ 5.2.3 If the OWNER or ARCHITECT has reasonable objection to a person or entity proposed by the CONTRACTOR, the CONTRACTOR shall propose another to whom the OWNER or ARCHITECT has no reasonable objection.

§ 5.2.4 The CONTRACTOR shall change a Subcontractor, person or entity previously selected if the OWNER or ARCHITECT makes reasonable objection to such substitute.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate written agreement, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the Contract Documents, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the CONTRACTOR, by these Documents, assumes toward the OWNER and ARCHITECT. Each subcontract agreement shall preserve and protect the rights of the OWNER and ARCHITECT under the Contract Documents with respect to the WORK to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the Contract Documents, has against the OWNER. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 All subcontracts shall be in written form and shall specifically provide that OWNER is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the WORK is assigned by the CONTRACTOR to the OWNER provided that:

.1 assignment is effective only after termination of the Contract by the OWNER for cause pursuant to Section 14.2 and only for those subcontract agreements which the OWNER accepts by notifying the Subcontractor and CONTRACTOR in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the WORK has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.5 CONTRACTOR shall promptly notify OWNER and ARCHITECT of any material defaults by any Subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that OWNER has in no way agreed expressly or implicitly, nor will OWNER agree, to allow any Subcontractor or other materialman or workman employed by CONTRACTOR the right to obtain a personal judgment or to create a lien against OWNER for the amount due from the CONTRACTOR.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The OWNER reserves the right to perform construction or operations related to the Project with the OWNER's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the CONTRACTOR claims that delay or additional cost is involved because of such action by the OWNER, the CONTRACTOR shall make such Claim as provided in Section 4.3.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "CONTRACTOR" in the Contract Documents in each case shall mean the CONTRACTOR who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the WORK of the CONTRACTOR, who shall cooperate with them. The CONTRACTOR shall participate with other separate contractors and the OWNER in reviewing their construction schedules when directed to do so. The CONTRACTOR shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the CONTRACTOR, separate contractors and the OWNER until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the OWNER performs construction or operations related to the Project with the OWNER's own forces, the OWNER shall be deemed to be subject to the same obligations and to have the same rights which apply to the CONTRACTOR under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The CONTRACTOR shall afford the OWNER and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the CONTRACTOR's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the CONTRACTOR's WORK depends for proper execution or results upon construction or operations by the OWNER or a separate contractor, the CONTRACTOR shall, prior to proceeding with that portion of the WORK, promptly report to the ARCHITECT apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the CONTRACTOR so to report shall constitute an acknowledgment that the OWNER's or separate contractor's completed or partially completed construction is fit and proper to receive the CONTRACTOR's WORK, except as to defects not then reasonably discoverable.

§ 6.2.3 The OWNER shall be reimbursed by the CONTRACTOR for costs incurred by the OWNER which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the CONTRACTOR.

§ 6.2.4 The CONTRACTOR shall promptly remedy damage caused by the CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The OWNER and each separate contractor shall have the same responsibilities for cutting and patching as are described for the CONTRACTOR in Section 3.14.

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§ 6.3 OWNER'S RIGHT TO CLEAN UP

§ 6.3.1 If a dispute arises among the CONTRACTOR, separate contractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and the ARCHITECT will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the WORK may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive or order for a minor change in the WORK, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the OWNER, CONTRACTOR and ARCHITECT; a Construction Change Directive requires agreement by the OWNER and ARCHITECT and may or may not be agreed to by the CONTRACTOR; an order for a minor change in the WORK may be issued by the ARCHITECT and is subject to the approval of OWNER.

§ 7.1.3 Changes in the WORK shall be performed under applicable provisions of the Contract Documents, and the CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the WORK. Except as permitted in Paragraph 7.3 and subparagraph 9.7.2, a change in the Contract Sum or the contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alteration of additions to the WORK and no claim that OWNER has been unjustly enriched by an alteration of or addition to the WORK, whether or not there is, in fact, any unjust enrichment to the WORK, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the ARCHITECT and signed by the OWNER, CONTRACTOR and ARCHITECT, stating their agreement upon all of the following:

- **.1** change in the WORK;
- **.2** the amount of the adjustment, if any, in the Contract Sum; and
- **.3** the extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the WORK that is the subject of the Change Order, including, but not limited to, all direct and indirect cost associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.2.4 CONTRACTOR shall keep and periodically submit to OWNER copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the ARCHITECT and signed by the OWNER and ARCHITECT, directing a change in the WORK prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The OWNER may by Construction Change Directive, without invalidating the Contract, order changes in the WORK within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. CONTRACTOR shall keep and periodically submit to OWNER copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 as provided in Section 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the CONTRACTOR shall promptly proceed with the change in the WORK involved and advise the ARCHITECT of the CONTRACTOR's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.5 A Construction Change Directive signed by the CONTRACTOR indicates the agreement of the CONTRACTOR therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.6 If the CONTRACTOR does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the ARCHITECT on the basis of reasonable expenditures and savings of those performing the WORK attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit not to exceed a total maximum of fifteen percent (15%) for all WORK done by CONTRACTOR's employees and ten (10%) of such WORK's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractors. In such case, and also under Section 7.3.3.3, the CONTRACTOR shall keep and present, in such form as the ARCHITECT may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CONTRACTOR or others;

.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the WORK; and

.5 additional costs of supervision and field office personnel directly attributable to the change.

Actual cost does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of CONTRACTOR and Subcontractor supervisory personnel assigned to the WORK, and field office and related expenses.

§ 7.3.7 The amount of credit to be allowed by the CONTRACTOR to the OWNER for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ARCHITECT. When both additions and credits covering related WORK or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the OWNER, amounts not in dispute for such changes in the WORK shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the ARCHITECT will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

§ 7.3.9 When the OWNER and CONTRACTOR agree with the determination made by the ARCHITECT concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The ARCHITECT will have authority after having obtain OWNER'S approval to order minor changes in the WORK not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with

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the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the OWNER and CONTRACTOR. The CONTRACTOR shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the WORK.

§ 8.1.1.1 The WORK shall be fully completed within the time limit and/or date stated in the Contract between OWNER and CONTRACTOR.

§8.1.1.1.2 Liquidated Damages: If CONTRACTOR shall fail to fully complete the WORK within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), CONTRACTOR shall be charged by and shall pay to OWNER, as liquidated damages, the sum of $100.00 (One Hundred Dollars) per calendar day for each calendar day that the WORK remains incomplete beyond the time fixed for the completion. CONTRACTOR hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that CONTRACTOR should fail to fully complete the WORK by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to OWNER that would be caused by CONTRACTOR's failure to timely complete the WORK. CONTRACTOR agrees that the amount of liquidated damages due OWNER may be deducted by OWNER from any moneys that might otherwise be or become payable to CONTRACTOR.

§ 8.1.2 The date of commencement of the WORK is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the ARCHITECT in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence. By executing the Agreement the CONTRACTOR confirms that the Contract Time is a reasonable period for performing the WORK.

§ 8.2.2 The CONTRACTOR shall not knowingly, except by agreement or instruction of the OWNER in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the CONTRACTOR and OWNER. The date of commencement of the WORK shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the OWNER, the CONTRACTOR shall notify the OWNER in writing not less than five (5) days or other agreed period before commencing the WORK to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 8.2.3 The CONTRACTOR shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the CONTRACTOR is delayed at any time in the commencement or progress of the WORK by an act or neglect of the OWNER or ARCHITECT, or of an employee of either, or of a separate contractor employed by the OWNER, or by changes ordered in the WORK, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the CONTRACTOR's control, or by delay authorized by the OWNER pending mediation and arbitration, or by other causes which the ARCHITECT determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the ARCHITECT may determine; provided however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of CONTRACTOR or that are otherwise the responsibility of CONTRACTOR and shall also be net of any contingency or 'float' time allowance included in Contractor's construction schedule CONTRACTOR shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with ARCHITECT and OWNER to

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minimize and mitigate the impact of any such occurrence and do all things reasonable under circumstances to achieve this goal.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. CONTRACTOR shall not be entitled to damages of any type for delays caused by OWNER, his servants, agents, employees, or separate contractors hired or retained by OWNER. CONTRACTOR may receive an extension or extensions, for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the WORK, regardless of the extent or number of such Changes or OWNER's exercise of any of its remedies of suspension of the WORK or requirement of correction or re-execution of any defective WORK, shall not under any circumstances be construed as intentional interference with Contractor's performance of the WORK.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the OWNER to the Contractor for performance of the WORK under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the CONTRACTOR shall submit to the OWNER and ARCHITECT a schedule of values allocated to various portions of the WORK, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as ARCHITECT and OWNER, shall be used to monitor the progress of the WORK and as a basis for Certificates for Payment. All items with entered values will be transferred by CONTRACTOR to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directive. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by ARCHITECT and approved by OWNER. Each item shall show its total scheduled value, value of previous applications, and value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten (10) days before the date established for each progress payment, the CONTRACTOR shall submit to the ARCHITECT an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the CONTRACTOR's right to payment as the OWNER or ARCHITECT may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an officer of Contractor to the effect that: There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the WORK have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the WORK; and waivers and releases from all Subcontractors, laborers, and materialmen for WORK done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to ARCHITECT together with CONTRACTOR's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the WORK which have been properly authorized by Construction Change Directives, or by interim determinations of the ARCHITECT, but not yet included in Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment for portions of the WORK for which the CONTRACTOR does not intend to pay to a Subcontractor or material supplier, unless such WORK has been performed by others whom the CONTRACTOR intends to pay.

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the WORK. If approved in advance by the OWNER, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the CONTRACTOR with procedures satisfactory to the OWNER to establish the OWNER's title to such materials and equipment or otherwise protect the OWNER's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The CONTRACTOR warrants that title to all WORK covered by an Application for Payment will pass to the OWNER no later than the time of payment. The CONTRACTOR further warrants that upon submittal of an Application for Payment all WORK for which Certificates for Payment have been previously issued and payments received from the OWNER shall, to the best of the CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the CONTRACTOR, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the WORK. The vesting of such title shall not impose any obligations to OWNER or relieve CONTRACTOR of any of its obligations under the Contract, that CONTRACTOR shall remain responsible for damage to or loss of the WORK, whether completed or under construction, until responsibility for the WORK has been accepted by OWNER in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The ARCHITECT will, within seven (7) days after receipt of the CONTRACTOR's Application for Payment, either issue to the OWNER a Certificate for Payment, with a copy to the CONTRACTOR, for such amount as the ARCHITECT determines is properly due, or notify the CONTRACTOR and OWNER in writing of the ARCHITECT's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the ARCHITECT to the OWNER, based on the ARCHITECT's evaluation of the WORK and on all other information available to ARCHITECT including, without limitation, the data comprising the Application for Payment, that the WORK has progressed to the point indicated and that, to the best of the ARCHITECT's knowledge, information and belief, the quality of the WORK is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the WORK for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the ARCHITECT. The issuance of a Certificate for Payment will further constitute a representation that the CONTRACTOR is entitled to payment in the amount certified and that the aggregate amount theretofore paid to CONTRACTOR plus any applicable retention does not exceed the value of the completed portion of the WORK. However, the issuance of a Certificate for Payment will not be a representation that the ARCHITECT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the WORK, (2) reviewed construction means, methods, techniques, sequences or procedures or made examination to ascertain how or for what purpose the CONTRACTOR has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The ARCHITECT may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the OWNER, if in the ARCHITECT's opinion the representations to the OWNER required by Section 9.4.2 cannot be made. If the ARCHITECT is unable to certify payment in the amount of the Application, the ARCHITECT will notify the CONTRACTOR and OWNER as provided in Section 9.4.1. If the CONTRACTOR and ARCHITECT cannot agree on a revised amount, the ARCHITECT will promptly issue a Certificate for Payment for the amount for which the ARCHITECT is able to make such representations to the OWNER. The ARCHITECT may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the ARCHITECT's opinion to protect the OWNER from loss for which the CONTRACTOR is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

.1 defective WORK not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the OWNER is provided by the CONTRACTOR;

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.3 failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the WORK cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the OWNER or another contractor;

.6 reasonable evidence that the WORK will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 failure to carry out the WORK in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 Notwithstanding any provision contained within this Article, if the WORK has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, ARCHITECT may withhold any further payment to CONTRACTOR to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against CONTRACTOR up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the ARCHITECT has issued a Certificate for Payment, the OWNER shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the ARCHITECT. OWNER may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set for in Clauses 9.5.1.1 through 9.5.1.7. OWNER shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The CONTRACTOR shall promptly pay each Subcontractor, upon receipt of payment from the OWNER, out of the amount paid to the CONTRACTOR on account of such Subcontractor's portion of the WORK, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such Subcontractor's portion of the WORK. The CONTRACTOR shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The ARCHITECT will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the CONTRACTOR and action taken thereon by the ARCHITECT and OWNER on account of portions of the WORK done by such Subcontractor.

§ 9.6.4 Neither the OWNER nor ARCHITECT shall have an obligation to pay or to see to the payment of money to a Subcontractor..

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the OWNER shall not constitute acceptance of WORK not in accordance with the Contract Documents.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the ARCHITECT does not issue a Certificate for Payment, through no fault of the CONTRACTOR, within seven (7) days after receipt of the CONTRACTOR's Application for Payment, or if the OWNER does not, for reasons other than a default of the Contract, including, but no limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7, pay the CONTRACTOR within seven (7) days after the date established in the Contract Documents the amount certified by the ARCHITECT or awarded by arbitration, then the CONTRACTOR may, upon seven (7) additional days' written notice to the OWNER and ARCHITECT, stop the WORK until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the CONTRACTOR's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.7.2 If OWNER is entitled to reimbursement or payment from CONTRACTOR under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by OWNER. Not withstanding anything contained in the Contract Documents to the contrary, if CONTRACTOR fails to promptly make any payment due OWNER, or if OWNER incurs any costs and expenses to cure any default of CONTRACTOR or to correct defective WORK, OWNER shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which OWNER is entitled from any payment then or thereafter due CONTRACTOR from OWNER, or (ii) issue a written notice to CONTRACTOR reducing the Contract Sum by an amount equal to that which OWNER is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the WORK when the WORK or designated portion thereof (which OWNER agrees to accept separately) as sufficiently complete in accordance with the Contract Documents so that the OWNER can occupy or utilize the WORK for its intended use.

§ 9.8.2 When the CONTRACTOR considers that the WORK, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall prepare and submit to the ARCHITECT a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the CONTRACTOR to complete all WORK in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the CONTRACTOR's list, the ARCHITECT will make an inspection to determine whether the WORK or designated portion thereof is substantially complete. If the ARCHITECT's inspection discloses any item, whether or not included on the CONTRACTOR's list, which is not sufficiently complete in accordance with the Contract Documents so that the OWNER can occupy or utilize the WORK or designated portion thereof for its intended use, the CONTRACTOR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the ARCHITECT. In such case, the CONTRACTOR shall then submit a request for another inspection by the ARCHITECT to determine Substantial Completion.

§ 9.8.4 When the WORK or designated portion thereof is substantially complete, the ARCHITECT will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the WORK and insurance, and shall fix the time within which the CONTRACTOR shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date issuance of the certificate of final payment by ARCHITECT unless otherwise provided in the Certificate of Substantial Completion. The WORK will not be considered suitable for Substantial Completion review until all Project systems included in the WORK are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of OWNER's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining WORK shall be minor in nature, so that OWNER and /or OWNER's employees and if applicable, the public, could occupy the building on that date and the completing of the WORK by CONTRACTOR would not materially interfere or hamper OWNER's of OWNER's employees and if applicable, the public, (or those claiming by, through, or under OWNER) normal operations. As a further condition of Substantial Completion acceptance, CONTRACTOR shall certify that all remaining WORK will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If CONTRACTOR requests a Substantial Completion review, and ARCHITECT, after performing the Substantial Completion review, finds that the project was not ready for the Substantial Completion review, then CONTRACTOR shall pay the ARCHITECT's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the OWNER and CONTRACTOR for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the OWNER shall make payment up to the amount of retainage applying as adjusted for WORK that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The OWNER may occupy or use any completed or partially completed portion of the WORK at any stage when such portion is designated by separate agreement with the CONTRACTOR, provided such occupancy or use is consented to by the insurer as required under Article 11.5 and authorized by public authorities having jurisdiction

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over the WORK. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the WORK and insurance, and have agreed in writing concerning the period for correction of the WORK and commencement of warranties required by the Contract Documents. When the CONTRACTOR considers a portion substantially complete, the CONTRACTOR shall prepare and submit a list to the ARCHITECT as provided under Section 9.8.2. Consent of the CONTRACTOR to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the WORK shall be determined by written agreement between the OWNER and CONTRACTOR or, if no agreement is reached, by decision of the ARCHITECT.

§ 9.9.2 Immediately prior to such partial occupancy or use, the OWNER, CONTRACTOR and ARCHITECT shall jointly inspect the area to be occupied or portion of the WORK to be used in order to determine and record the condition of the WORK.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the WORK shall not constitute acceptance of WORK not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of written notice that the WORK is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ARCHITECT will promptly make such inspection and, when the ARCHITECT finds the WORK acceptable under the Contract Documents and the Contract fully performed, the ARCHITECT will promptly issue a final Certificate for Payment stating that to the best of the ARCHITECT's knowledge, information and belief, and on the basis of the ARCHITECT's on-site visits and inspections, the WORK has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the CONTRACTOR and noted in the final Certificate is due and payable. The ARCHITECT's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the CONTRACTOR's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the CONTRACTOR submits to the ARCHITECT (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the WORK for which the OWNER or the OWNER's property might be responsible or encumbered (less amounts withheld by OWNER) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the OWNER, (3) a written statement that the CONTRACTOR knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the OWNER, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the OWNER. If a Subcontractor refuses to furnish a release or waiver required by the OWNER, the CONTRACTOR may furnish a bond satisfactory to the OWNER to indemnify the OWNER against such lien. If such lien remains unsatisfied after payments are made, the CONTRACTOR shall refund to the OWNER all money that the OWNER may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the WORK, final completion thereof is materially delayed through no fault of the CONTRACTOR or by issuance of Change Orders affecting final completion, and the ARCHITECT so confirms, the OWNER shall, upon application by the CONTRACTOR and certification by the ARCHITECT, and without terminating the Contract, make payment of the balance due for that portion of the WORK fully completed and accepted. If the remaining balance for WORK not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the WORK fully completed and accepted shall be submitted by the CONTRACTOR to the ARCHITECT prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the OWNER except those arising from:

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the WORK to comply with the requirements of the Contract Documents;

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.3 terms of special warranties required by the Contract Documents.; or
.4 faulty or defective WORK appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the CONTRACTOR, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

.1 employees on the WORK and other persons who may be affected thereby;
.2 the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the WORK, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the OWNER or ARCHITECT or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations under Section 3.18.

§ 10.2.6 The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated by the CONTRACTOR in writing to the OWNER and ARCHITECT.

§ 10.2.7 The CONTRACTOR shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the CONTRACTOR, the CONTRACTOR shall, upon recognizing the condition, immediately stop WORK in the affected area and report the condition to the OWNER and ARCHITECT in writing.

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§ 10.3.2 The OWNER shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the CONTRACTOR and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the OWNER shall furnish in writing to the CONTRACTOR and ARCHITECT the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The CONTRACTOR and the ARCHITECT will promptly reply to the OWNER in writing stating whether or not either has reasonable objection to the persons or entities proposed by the OWNER. If either the CONTRACTOR or ARCHITECT has an objection to a person or entity proposed by the OWNER, the OWNER shall propose another to whom the CONTRACTOR and the ARCHITECT have no reasonable objection. When the material or substance has been rendered harmless, WORK in the affected area shall resume upon written agreement of the OWNER and CONTRACTOR. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the CONTRACTOR's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 10.4 The OWNER shall not be responsible under Section 10.3 for materials and substances brought to the site by the CONTRACTOR unless such materials or substances were required by the Contract Documents.

§ 10.6 EMERGENCIES

§ 10.6.1 In an emergency affecting safety of persons or property, the CONTRACTOR shall act, at the CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the CONTRACTOR on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Texas such insurance as will protect the CONTRACTOR from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract and for which the CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including:

- **.1** claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the WORK to be performed;
- **.2** claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees;
- **.3** claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR's employees;
- **.4** claims for damages insured by usual personal injury liability coverage;
- **.5** claims for damages, other than to the WORK itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** claims for bodily injury or property damage arising out of completed operations; and
- **.8** claims involving contractual liability insurance applicable to the CONTRACTOR's obligations under Section 3.18.

§ 11.1.1.1 In the event of any failure by CONTRACTOR to comply with the provisions of this Paragraph 11.1, OWNER may, at its option, on notice to CONTRACTOR, suspend the Contract for cause until there is full compliance with this paragraph 11.1 and/or terminate the Contract for cause. Alternately, OWNER may purchase such insurance at CONTRACTOR's expense, provided that OWNER shall have no obligation to do so and if such insurance amounts and coverages. CONTRACTOR shall provide to OWNER a certified copy of any and all applicable insurances policies upon request of OWNER. The obligation to procure and maintain any insurance required by Article 11 is a separate responsibility of CONTRACTOR and is independent of the duty to furnish a certified copy or a certificate of such insurance policies.

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§ 11.1.1.1.2 Further, CONTRACTOR shall require all Subcontractors to carry similar insurances coverages and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to OWNER for approval before any WORK commences.

§ 11.1.1.1.3 In the event CONTRACTOR fails to obtain the required certificates of insurances from the Subcontractor and a claim is made or suffered, CONTRACTOR shall indemnify, defend, and hold harmless the INDEMNIFIED PARTIES (as defined in Article 11.6.1) from any and all claims for which the required insurances would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

§ 11.1.1.1.4 SCHEDULE OF INSURANCE COVERAGES

Coverage	Minimum Amounts and Limits
Workers Compensation	
Workers Compensation	Statutory Limits
Employer's Liability	$500,000.00

This policy shall include a Waiver of Subrogation in favor of the INDEMNIFIED PARTIES (11.6.1)

§ 11.1.1.1.5 Commercial General Liability

Bodily Injury/Property Damage	$1,000,000.00 each occurrence
	or
(Occurrence Basis)	$1,000,000.00 aggregate applicable to the Project.

This policy shall be on a form acceptable to OWNER, endorsed to include the INDEMNIFIED PARTIES (11.6.1) as additional insureds, contain cross-liability and severability of interest endorsements, state that this insurance is primary insurance with regard to any other insurances carried by the INDEMNIFIED PARTIES (11.6.1), and shall include the following coverages:

.1 Premises/Operations;
.2 Independent Contractors;
.3 Completed Operations for a period of two (2) years following the acceptance of Contractor's Work;
.4 Broad Form Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by CONTRACTOR in Subparagraph 11.1.1.1.3 and Paragraph 11.6 hereof, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
.5 Broad Form Property Damage;
.6 Delete Exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
.7 Personal Injury Liability with the contractual exclusions removed; and
.8 Cross Liability Endorsement.

§ 11.1.1.1.6 Comprehensive Automobile Liability

.1	Bodily Injury	$300,000.00 per person
		$500,000.00 per occurrence
.2	Property Damage	$100,000.00 per occurrence, or equivalent

This policy shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the INDEMNIFIED PARTIES (11.6.1) as additional insureds, contain cross-liability and severability of interest endorsements, and shall state that this insurance is primary insurance as it relates to any other insurance carried by the INDEMNIFIED PARTIES.

§ 11.1.2 The OWNER, its officers, employees, volunteers, elected officials, and ARCHITECT shall be covered as additional insureds for liability arising out of activities performed by, for, or on behalf of, the CONTRACTOR,

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including general supervision of the CONTRACTOR, products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no specific limitations on the coverage afforded by the OWNER, its officers, elected officials, employees, or volunteers. In the event that CONTRACTOR purchases Project Management Protective Liability Insurance for the Project, CONTRACTOR shall not be required to name OWNER and ARCHITECT as additional insureds on such liability coverages.

§ 11.1.3 Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the OWNER. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR's information and belief.

§ 11.2 OWNER'S LIABILITY INSURANCE

§ 11.2.1 The OWNER shall be responsible for purchasing and maintaining the OWNER's usual liability insurance.

§ 11.2.1.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission of self-insurance regulations. Providing false or misleading information which may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the OWNER may require the CONTRACTOR to purchase and maintain Project Management Protective Liability insurance from the CONTRACTOR's usual sources as primary coverage for the OWNER's, CONTRACTOR's and ARCHITECT's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the OWNER shall reimburse the CONTRACTOR by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the CONTRACTOR shall not be responsible for purchasing any other liability insurance on behalf of the OWNER. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for CONTRACTOR's Liability Insurance under Sections 11.1.1.1.6 through 11.1.1.1.6.1

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the OWNER, CONTRACTOR and ARCHITECT waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The OWNER shall not require the CONTRACTOR to include the OWNER, ARCHITECT or other persons or entities as additional insureds on the CONTRACTOR's Liability Insurance coverage under Section 11.1.

§ 11.4 PROPERTY INSURANCE

§ 11.4.1 CONTRACTOR shall purchase and maintain property insurance written on a builder's risk "all risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract Modifications and const of materials supplied or installed by other, compromising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Coverage shall include material stored on-site and in transit, and shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Such insurance will be with a company or companies lawfully authorized to do business in Texas.

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§ 11.4.2 For any claim made against CONTRACTOR's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§ 11.4.3 The CONTRACTOR waives all rights against (1) OWNER, OWNER's elected officials, agent and employees, the Subcontractors, Sub-subcontractors, agent and employees, and (2) the ARCHITECT. Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the WORK, except such rights as CONTRACTOR has to proceeds of such insurance held by the CONTRACTOR as a fiduciary. The CONTRACTOR, ~~as appropriate, shall~~ require of any separate contractors, subcontractors, sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise, a waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.4 The CONTRACTOR as fiduciary shall have power to adjust and settle a loss with insurers. The CONTRACTOR shall pay all Subcontractors their just shares of insurances proceeds received by the CONTRACTOR, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in a similar manner. If required in writing by a party in interest, the CONTRACTOR ~~as fiduciary~~ shall, upon occurrence of insured loss, give bond for proper performance of the CONTRACTOR's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The CONTRACTOR shall deposit in accordance with such agreement as the parties in interest may reach, If after such loss no other special agreement is made and unless the OWNER terminates the Contract for convenience, replacement of damaged property shall be performed by the CONTRACTOR under the insurance proceeds.

§ 11.4.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The CONTRACTOR shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contact and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to ~~write~~ surety bonds in Texas and any such surety bond must comply with the requirements of Article 7.19-1, Texas Insurance Code.

§ 11.5.1.1 The CONTRACTOR shall deliver the required Bonds to the OWNER not later than the date of the preconstruction meeting. All bonds will be reviewed by the ARCHITECT for compliance with the Contract Documents prior to the execution of the Contract. In the event that ARCHITECT has any questions concerning the sufficiency of the bonds, ARCHITECT shall refer the bonds to OWNER or OWNER's representative for decision.

§ 11.5.1.2 All bonds shall be originals. The CONTRACTOR shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the ~~power-of-attorney~~. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.5.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract, the surety of the CONTRACTOR's bonds becomes insufficient, the OWNER shall have the right to required additional and sufficient sureties which the CONTRACTOR shall furnish to the satisfaction of the OWNER within ~~ten (10) days after notice~~

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to do so. In default thereof, the CONTRACTOR may be suspended, and all payment of money due to the CONTRACTOR withheld until sufficient bonds are provided by CONTRACTOR.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the WORK is covered contrary to the ARCHITECT's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the ARCHITECT, be uncovered for the ARCHITECT's examination and be replaced at the CONTRACTOR's expense without change in the Contract Time.

§ 12.1.2 If a portion of the WORK has been covered which the ARCHITECT has not specifically requested to examine prior to its being covered, the ARCHITECT may request to see such WORK and it shall be uncovered by the CONTRACTOR. If such WORK is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the OWNER's expense. If such WORK is not in accordance with the Contract Documents, correction shall be at the CONTRACTOR's expense unless the condition was caused by the OWNER or a separate contractor in which event the OWNER shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 The CONTRACTOR shall promptly correct WORK rejected by the ARCHITECT as incomplete, defective or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected WORK, including additional testing and inspections and compensation for the ARCHITECT's services and expenses made necessary thereby, shall be at the CONTRACTOR's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the CONTRACTOR's obligations under Section 3.5, if, within one (1) year after the date of Substantial Completion of the entire WORK (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties) or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the WORK is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the OWNER to do so unless the OWNER has previously given the CONTRACTOR a written acceptance of such condition. This corrective period shall be extended with respect to portions of WORK first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the WORK. Corrective WORK shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective WORK or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such WORK shall be corrected again by CONTRACTOR promptly upon notice of the defect from OWNER. This obligation under this Subparagraph 12.2.2 shall survive acceptance for the WORK under the Contract and termination of the Contract. If the CONTRACTOR fails to correct nonconforming WORK within a reasonable time during that period after receipt of notice from the OWNER or ARCHITECT, the OWNER may correct it in accordance with Section 2.4. by OWNER.

§ 12.2.2.1.1 Just before the termination of the various guarantee periods, CONTRACTOR shall accompany OWNER's agent and ARCHITECT on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the WORK without interruption until accepted by OWNER and ARCHITECT, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.2.2 The one-year period for correction of WORK shall be extended with respect to portions of WORK first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the WORK.

§ 12.2.2.3 The one-year period for correction of WORK shall not be extended by corrective WORK performed by the CONTRACTOR pursuant to this Section 12.2.

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§ 12.2.3 The CONTRACTOR shall remove from the site portions of the WORK which are not in accordance with the requirements of the Contract Documents and are neither corrected by the CONTRACTOR nor accepted by the OWNER.

§ 12.2.4 The CONTRACTOR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the OWNER or separate contractors caused in whole or in part by the CONTRACTOR's correction or removal of WORK which is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the CONTRACTOR might have under the Contract Documents or under law or in equity. Establishment of the one-year period for correction of WORK as described in Section 12.2.2 relates only to the specific obligation of the CONTRACTOR to correct the WORK, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to the CONTRACTOR's obligations other than specifically to correct the WORK.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the OWNER prefers to accept WORK which is defective or otherwise not in accordance with the requirements of the Contract Documents, the OWNER may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The OWNER may, without consent of the CONTRACTOR, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the OWNER's rights and obligations under the Contract Documents. The CONTRACTOR shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the WORK and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the OWNER, ARCHITECT or CONTRACTOR shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the WORK required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the CONTRACTOR shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the OWNER, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The CONTRACTOR shall give the ARCHITECT timely notice of when and where tests and inspections are to be made so that the ARCHITECT may be present for such procedures. ARCHITECT, OWNER, and CONTRACTOR shall be afforded a reasonable opportunity to attend, observe, and witness all inspection and tests of the WORK. ARCHITECT and OWNER may at any time request and receive from CONTRACTOR satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve CONTRACTOR from its obligations under the Contract Documents unless specifically so stated by OWNER in writing.

§ 13.5.2 If the ARCHITECT, OWNER, CONTRACTOR, or public authorities having jurisdiction determine that portions of the WORK require additional testing, inspection or approval not included under Section 13.5.1, OWNER will provide a contract for the inspection services, the testing of construction materials, engineering, or the verification testing services necessary. ARCHITECT, OWNER, and CONTRACTOR shall cooperate for the timely scheduling of such tests and inspections.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the WORK to comply with requirements established by the Contract Documents or reveal faulty or otherwise defective WORK, or if the necessity of any such testing, inspection, or approval procedure arises out of the fault, neglect, or omission of CONTRACTOR, CONTRACTOR shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by CONTRACTOR's failures, including, without limitation, those costs of repeated and additional procedures and compensation for ARCHITECT's services and expenses of OWNER's personnel and consultant fees and expenses. Such costs shall be paid by CONTRACTOR within ten (10) days of receipt of invoice from OWNER with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall be secured by CONTRACTOR and delivered to OWNER, unless such testing or inspection services are arranged by OWNER.

§ 13.5.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the WORK.

§ 13.6 INTEREST

§ 13.6.1 An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after OWNER receives an invoice from CONTRACTOR.

§ 13.9 EQUAL OPPORTUNITY

§ 13.9.1 The CONTRACTOR shall maintain policies of employment as follows:

§ 13.9.1.1 The CONTRACTOR and the CONTRACTOR's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment promotion, demotion or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies.

§ 13.9.1.2 The CONTRACTOR and the CONTRACTOR's Subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment with regard to race, religion, color, sex or national origin.

§ 13.10 CERTIFICATION OF ASBESTOS-FREE PROJECT

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§ 13.10.1 CONTRACTOR shall submit to the ARCHITECT a letter addressed to the OWNER certifying that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which is can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§ 13.10.2 Certification shall further state should asbestos fibers be found at this Project in concentrations great than 0 .01 fibers per cubic centimeter, that CONTRACTOR shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials form the Project at no additional cost to OWNER.

§ 13.10.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The CONTRACTOR may terminate the Contract if the WORK is stopped for a period of sixty (60) consecutive days through no act or fault of the CONTRACTOR or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the WORK under direct or indirect contract with the CONTRACTOR, for any of the following reasons:

.1 issuance of an order of a court or other public authority having jurisdiction which requires all WORK to be stopped;

.2 an act of government, such as a declaration of national emergency which requires all WORK to be stopped;

§ 14.1.2 The CONTRACTOR may terminate the Contract if, through no act or fault of the CONTRACTOR or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the WORK under direct or indirect contract with the CONTRACTOR, repeated suspensions, delays or interruptions of the entire WORK by the OWNER as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons exists, CONTRACTOR may, upon fourteen (14) days' written notice to the OWNER and ARCHITECT, terminate the Contract, unless this reason is cured prior to the expiration of the notice period, and recover from the OWNER payment of WORK properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in Contract) and for payment for costs directly related to WORK thereafter performed by CONTRACTOR in terminating such WORK including reasonable demobilization and cancellation charges provided said WORK is authorized in advance by ARCHITECT and OWNER.

§ 14.1.4 OWNER shall not be responsible for damages for loss of anticipated profits on WORK not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The OWNER may terminate the Contract if the CONTRACTOR:

.1 refuses or fails to supply enough properly skilled WORKers or proper materials equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

.3 disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

.4 disregards the instructions of ARCHITECT or OWNER (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt of insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws; or petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws; or

.6 otherwise does not fully comply with the Contract Document.

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§ 14.2.2 When any of the above reasons exist, the OWNER, may without prejudice to any other rights or remedies of the OWNER and after giving the CONTRACTOR and the Contractor's surety, if any, seven days' written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:

.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

.2 accept assignment of subcontracts pursuant to Section 5.4; and

.3 finish the WORK by whatever reasonable method the OWNER may deem expedient. Upon request of the CONTRACTOR, the OWNER shall furnish to the CONTRACTOR a detailed accounting of the costs incurred by the OWNER in finishing the WORK.

§ 14.2.3 When the OWNER terminates the Contract for one of the reasons stated in Section 14.2.1, the CONTRACTOR shall not be entitled to receive further payment until the WORK is finished.

§ 14.2.4 To the extent of the costs of completing WORK, including compensation for additional professional services and expenses exceed those costs that would have been payable to CONTRACTOR to complete the WORK except for CONTRACTOR's default, CONTRACTOR will pay the difference to OWNER, and this obligation for payment shall survive termination of the Contract. Such costs incurred by OWNER will be determined by OWNER and confirmed by ARCHITECT.

§ 14.2.5 In addition to OWNER's right to remove CONTRACTOR from any part of WORK pursuant to the Contract Documents, OWNER may, at any time, at will and without cause, terminate any part of WORK or any subcontract or all remaining WORK for any reason whatsoever by giving seven (7) days' prior written notice to CONTRACTOR specifying the part of WORK or subcontract to be terminated and the effective date of termination. CONTRACTOR shall continue to prosecute the part of WORK not terminated. If any part of WORK or subcontract is so terminated, CONTRACTOR shall be entitled to payment for WORK properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to WORK thereafter performed by CONTRACTOR in terminating such WORK or subcontract including reasonable demobilization and cancellation charges provided said WORK is authorized in advance by ARCHITECT and OWNER. No payment shall be made by OWNER, however, to the extent that such WORK or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, OWNER will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the WORK, the Contract Documents shall remain in full force and effect.

§ 14.2.6 OWNER shall not be responsible for damages for loss of anticipated profits on WORK not performed on account of any termination described in Subparagraph 14.2.5.

§ 14.2.7 Upon a determination by a court of competent jurisdiction that termination of CONTRACTOR pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and CONTRACTOR's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The OWNER may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the WORK in whole or in part for such period of time as the OWNER may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CONTRACTOR is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The OWNER may, at any time, terminate the Contract for the OWNER's convenience and without cause.

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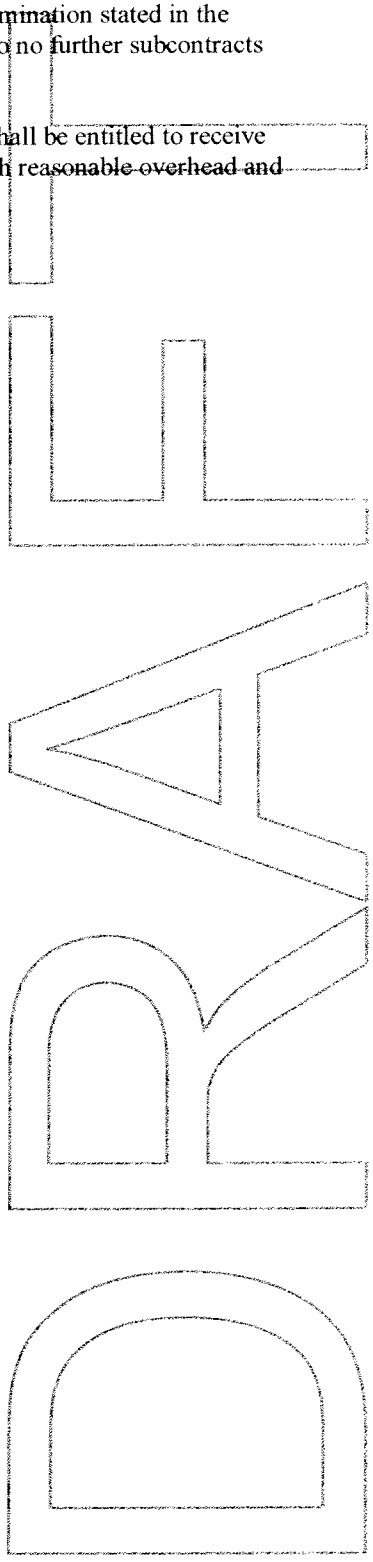
§ 14.4.2 Upon receipt of written notice from the OWNER of such termination for the OWNER's convenience, the CONTRACTOR shall:

.1 cease operations as directed by the OWNER in the notice;

.2 take actions necessary, or that the OWNER may direct, for the protection and preservation of the WORK; and

.3 except for WORK directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the OWNER's convenience, the CONTRACTOR shall be entitled to receive payment for WORK executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the WORK not executed.



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Exhibits to AIA Document B141-1997
Standard Form of Architect's Services:
Design and Contract Administration

EXHIBIT "A"

Article 3

3.1 **Request for Payment.** On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 3.3, below.

3.2 **Final Payment.** After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 3.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

3.3 **Qualifications on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 3.1 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1.) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2.) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3.) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4.) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

3.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

3.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

3.6 **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 appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents 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 Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

3.7 In the event of a conflict between the provisions of this Article 3, and those of Articles 1 and 2 of this Agreement, the provisions of this Article 3 shall control.

EXHIBIT "B"

Article 4

OTHER CONDITIONS OR SERVICES

4.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its best efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

4.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect 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 architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

4.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

4.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect 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 Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

4.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

4.6 **Indemnification.** To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners, 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 performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

4.7 **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 4.6 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 Owner or any of the Indemnitees has by law.

4.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

4.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

4.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

1. General Construction;
2.
3.
4.

4.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

4.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

4.13 In the event of a conflict between the provisions of this Article 4, and those of Articles 1 and 2 of this Agreement, the provisions of Article 4 shall control.

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR TR GIGNA-1

DATE (MM/DD/YYYY) 01/23/08

PRODUCER
Carlisle Insurance Agency, Inc
Corpus Christi Office
500 N Water Suite 900
Corpus Christi TX 78471-0019
Phone: 361-884-2775 Fax: 361-884-3470

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

Gignac & Associates
416 Starr St
Corpus Christi TX 78401

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Allstate	
INSURER B:	Twin City Fire Insurance Co	29459
INSURER C:	Maxum Insurance Company	
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	050810044	05/02/07	05/02/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ included $ $
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	050810044	05/02/07	05/02/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		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	65WBCGI0789	09/17/07	09/17/08	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500000 $ 500000 $ 500000
C		OTHER Professional Liab	PFP6001950-04	08/19/07	08/19/08	Per Claim Aggregate	1000000 1000000

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

ENGINEERS OR ARCHITECTS

CERTIFICATE HOLDER

HIDAL03

Hidalgo County
100 N. Closner Blvd
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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

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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.

AI-7606 **15.A.**

Health Claims for 01-08-08 thru 01-14-08 & 01-15-08 thru 01-21-08
CC REGULAR

Date: 01/30/2008
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Employee Benefits Section:

1. Discussion, consideration and approval to transfer $ 920,595.08 to the Hidalgo County Insurance claims bank account for Health Insurance claims for periods:

January 08, 2008 thru January 14, 2008	$ 556,677.22
January 15, 2008 thru January 21, 2008	$ 363,917.86
Total:	$ 920,595.08

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: Health Claims 01-08-08 thru 01-14-08

Link: Health Claims 01-15-08 thru 01-21-08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/23/2008 01:15 PM	APRV
2	Andres Castro	Andres Castro	01/23/2008 01:42 PM	APRV
3	Auditor's Office	Linda Fong	01/24/2008 05:16 PM	APRV
4	Purchasing Department	Marty Salazar	01/25/2008 11:32 AM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 11:52 AM	APRV

Form Started By: Anna Galvan — Started On: 01/23/2008 08:45 AM

Final Approval Date: 01/25/2008

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/08/2008 through 01/14/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	R0001BVL	$0.00	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051269	-$147.60	12/31/2007	1/14/2008	1/14/2008	Cancelled
00000000000010008578	GUSIP970A	70051597	$83.72	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051598	$184.59	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051599	$394.10	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051600	$180.26	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051601	$194.38	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051602	$1,127.66	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051603	$365.49	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051604	$245.42	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051605	$76.34	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051606	$173.43	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051607	$41.48	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051608	$190.97	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051609	$728.52	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051610	$190.22	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051611	$79.90	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051612	$726.88	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051613	$103.35	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051614	$282.46	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051615	$209.59	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051616	$69.36	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051617	$97.75	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051618	$2,072.70	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051619	$177.95	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051620	$68.04	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051621	$125.00	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051622	$4,528.49	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051623	$111.22	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051624	$123.14	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051625	$26,652.32	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051626	$179.38	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051627	$864.50	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051628	$146.40	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051629	$3.35	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051630	$64.05	1/7/2008	1/8/2008	1/8/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/08/2008 through 01/14/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70051631	$88.10	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051632	$32.57	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051633	$215.62	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051634	$27,775.35	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051635	$47.84	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051636	$258.31	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051637	$1,630.72	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051638	$150.72	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051639	$46.92	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051640	$90.62	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051641	$161.57	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051642	$88.24	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051643	$237.08	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051644	$2,142.28	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051645	$105.00	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051646	$110.25	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051647	$141.24	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051648	$13.00	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051649	$81.03	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051650	$87.79	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051651	$35.78	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051652	$264.76	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051653	$211.84	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051654	$41.04	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051655	$45.00	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051656	$90.62	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051657	$222.00	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051658	$491.26	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051659	$13.00	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051660	$38.38	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051661	$96.90	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051662	$86.27	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051663	$227.23	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051664	$18.00	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051665	$73.83	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051666	$30.04	1/7/2008	1/8/2008	1/8/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/08/2008 through 01/14/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70051667	$4,938.55	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051668	$31.99	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051669	$202.86	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051670	$2,043.63	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051671	$489.71	1/7/2008	1/8/2008	1/8/2008	Issued
00000000000010008578	GUSIP970A	70051672	$4,275.00	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051673	$288.12	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051674	$85.62	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051675	$115.08	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051676	$940.72	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051677	$275.24	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051678	$236.29	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051679	$822.33	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051680	$320.00	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051681	$282,095.65	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051682	$443.80	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051683	$52.48	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051684	$47.84	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051685	$209.62	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051686	$138.26	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051687	$129.03	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051688	$1,292.00	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051689	$2,541.73	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051690	$151.41	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051691	$47.84	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051692	$140.00	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051693	$153.82	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051694	$77.08	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051695	$222.20	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051696	$116.92	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051697	$356.51	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051698	$309.74	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051699	$29.76	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051700	$44.08	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051701	$24.36	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051702	$201.17	1/8/2008	1/9/2008	1/9/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/08/2008 through 01/14/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70051703	$63.00	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051704	$177.60	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051705	$60.94	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051706	$47.84	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051707	$237.02	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051708	$359.26	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051709	$1,211.12	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051710	$1,508.20	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051711	$137.38	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051712	$208.29	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051713	$114.69	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051714	$738.44	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051715	$58.04	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051716	$852.20	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051717	$34.18	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051718	$109.00	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051719	$145.95	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051720	$9,505.60	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051721	$354.12	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051722	$22.07	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051723	$14.18	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051724	$723.95	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051725	$353.41	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051726	$73.56	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051727	$17.02	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051728	$8.27	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051729	$144.20	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051730	$47.30	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051731	$97.21	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051732	$164.15	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051733	$224.62	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051734	$367.83	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051735	$88.80	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051736	$354.34	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051737	$5.00	1/8/2008	1/9/2008	1/9/2008	Issued
00000000000010008578	GUSIP970A	70051738	$103.86	1/8/2008	1/9/2008	1/9/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/08/2008 through 01/14/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70051739	$96.60	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051740	$170.54	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051741	$285.00	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051742	$337.16	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051743	$3,087.32	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051744	$547.14	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051745	$610.00	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051746	$569.00	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051747	$168.93	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051748	$7,825.08	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051749	$655.20	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051750	$58.25	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051751	$317.54	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051752	$772.62	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051753	$1,777.87	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051754	$557.20	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051755	$1,214.49	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051756	$9.90	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051757	$58.20	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051758	$92.50	1/9/2008	1/10/2008	1/10/2008	Issued
00000000000010008578	GUSIP970A	70051759	$92.81	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051760	$1,090.45	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051761	$93.20	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051762	$160.23	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051763	$65.58	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051764	$181.74	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051765	$125.59	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051766	$949.75	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051767	$96.81	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051768	$993.39	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051769	$339.80	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051770	$33.59	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051771	$107.40	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051772	$71.56	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051773	$273.00	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051774	$105.02	1/10/2008	1/11/2008	1/11/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/08/2008 through 01/14/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70051775	$490.72	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051776	$41.36	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051777	$22.97	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051778	$40.68	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051779	$208.83	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051780	$39.18	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051781	$236.49	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051782	$974.83	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051783	$35.39	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051784	$67.85	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051785	$197.20	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051786	$116.98	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051787	$783.36	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051788	$190.61	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051789	$2,473.10	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051790	$1,988.06	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051791	$17.50	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051792	$39.22	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051793	$299.26	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051794	$7,943.39	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051795	$50.00	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051796	$19.88	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051797	$5.00	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051798	$91.42	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051799	$608.26	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051800	$104.50	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051801	$4.41	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051802	$235.95	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051803	$171.57	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051804	$45.00	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051805	$418.98	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051806	$64.54	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051807	$148.48	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051808	$171.02	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051809	$5,710.43	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051810	$287.37	1/10/2008	1/11/2008	1/11/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/08/2008 through 01/14/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70051811	$281.57	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051812	$24.76	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051813	$360.54	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051814	$20.77	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051815	$78.00	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051816	$17,994.36	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051817	$40.00	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051818	$211.86	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051819	$89.08	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051820	$76.50	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051821	$22.05	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051822	$59.05	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051823	$301.12	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051824	$145.44	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051825	$114.67	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051826	$41.04	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051827	$922.30	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051828	$168.95	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051829	$88.70	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051830	$73.72	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051831	$40.08	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051832	$16.81	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051833	$32.66	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051834	$82.34	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051835	$2,753.22	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051836	$96.42	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051837	$147.60	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051838	$16.10	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051839	$124.25	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051840	$199.68	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051841	$414.65	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051842	$325.73	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051843	$34.30	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051844	$396.11	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051845	$31.56	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051846	$31.99	1/10/2008	1/11/2008	1/11/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/08/2008 through 01/14/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70051847	$204.25	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051848	$49.00	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051849	$227.23	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051850	$191.51	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051851	$717.94	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051852	$357.70	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051853	$52.84	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051854	$40.94	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051855	$309.02	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051856	$232.94	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051857	$75.48	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051858	$1,003.86	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051859	$49.01	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051860	$45.08	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051861	$52.84	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051862	$34.18	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051863	$264.82	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051864	$16.40	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051865	$84.73	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051866	$158.46	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051867	$39.05	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051868	$51.48	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051869	$302.32	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051870	$121.92	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051871	$563.53	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051872	$565.92	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051873	$10.25	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051874	$38.06	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051875	$237.74	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051876	$76.30	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051877	$24.40	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051878	$159.94	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051879	$92.93	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051880	$730.00	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051881	$455.40	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051882	$92.80	1/10/2008	1/11/2008	1/11/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/08/2008 through 01/14/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70051883	$474.02	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051884	$269.17	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051885	$208.15	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051886	$265.51	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051887	$96.00	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051888	$47.30	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051889	$626.70	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051890	$56.92	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051891	$88.30	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051892	$43.89	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051893	$281.59	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051894	$291.63	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051895	$163.91	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051896	$609.60	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051897	$10.34	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051898	$100.00	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051899	$2.01	1/10/2008	1/11/2008	1/11/2008	Issued
00000000000010008578	GUSIP970A	70051900	$59.72	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051901	$50.00	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051902	$37.70	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051903	$46.86	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051904	$1,235.00	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051905	$328.30	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051906	$47.84	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051907	$915.00	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051908	$12.52	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051909	$62.28	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051910	$125.93	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051911	$126.00	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051912	$99.76	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051913	$12,270.74	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051914	$712.70	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051915	$138.24	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051916	$174.33	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051917	$17.42	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051918	$326.20	1/12/2008	1/14/2008	1/14/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/08/2008 through 01/14/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70051919	$14.96	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051920	$87.36	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051921	$176.47	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051922	$406.88	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051923	$519.84	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051924	$5,212.49	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051925	$205.77	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051926	$12.04	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051927	$149.06	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051928	$264.89	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051929	$398.31	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051930	$67.66	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051931	$247.27	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051932	$438.21	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051933	$259.04	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051934	$18.36	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051935	$34.18	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051936	$157.12	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051937	$698.59	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051938	$66.56	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051939	$399.93	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051940	$2,221.60	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051941	$163.64	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051942	$73.30	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051943	$357.09	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051944	$83.81	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051945	$179.85	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051946	$1,235.00	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051947	$356.80	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051948	$9,068.87	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051949	$337.06	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051950	$50.00	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051951	$34.14	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051952	$220.78	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051953	$572.25	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051954	$180.29	1/12/2008	1/14/2008	1/14/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/08/2008 through 01/14/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70051955	$34.30	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051956	$155.80	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051957	$64.19	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051958	$108.84	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051959	$13.00	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051960	$34.18	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051961	$147.85	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051962	$122.61	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051963	$124.00	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051964	$324.56	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051965	$215.85	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051966	$56.94	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051967	$14.37	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051968	$71.30	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051969	$259.87	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051970	$735.00	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051971	$261.12	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051972	$172.82	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051973	$295.77	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051974	$404.11	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051975	$20.00	1/12/2008	1/14/2008	1/14/2008	Issued
00000000000010008578	GUSIP970A	70051976	$26,899.10	1/13/2008	1/14/2008	1/14/2008	Issued
Total			$556,677.22				

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/15/2008 through 01/21/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70051977	$86.83	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051978	$352.35	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051979	$26.52	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051980	$23.10	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051981	$385.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051982	$96.82	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051983	$13.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051984	$109.33	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051985	$89.42	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051986	$129.61	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051987	$100.82	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051988	$129.60	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051989	$7.46	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051990	$341.43	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051991	$81.43	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051992	$79.49	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051993	$50.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051994	$168.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051995	$102.65	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051996	$99.83	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051997	$36.84	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051998	$15.14	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70051999	$1,487.25	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052000	$52.84	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052001	$3.12	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052002	$20.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052003	$75.50	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052004	$367.91	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052005	$223.38	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052006	$95.43	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052007	$190.30	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052008	$621.94	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052009	$286.90	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052010	$35.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052011	$104.41	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052012	$100.00	1/14/2008	1/15/2008	1/15/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/15/2008 through 01/21/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70052013	$72.84	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052014	$29.42	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052015	$20.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052016	$65.25	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052017	$251.82	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052018	$39.18	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052019	$13,372.57	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052020	$36.36	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052021	$32.20	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052022	$135.58	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052023	$85.62	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052024	$52.84	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052025	$113.53	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052026	$186.36	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052027	$99.69	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052028	$20.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052029	$98.57	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052030	$22.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052031	$18,008.48	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052032	$3,067.82	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052033	$96.54	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052034	$9.71	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052035	$159.71	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052036	$196.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052037	$1,058.79	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052038	$233.60	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052039	$720.62	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052040	$55.18	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052041	$520.33	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052042	$74.87	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052043	$2,786.29	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052044	$168.13	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052045	$24.64	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052046	$40.01	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052047	$447.86	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052048	$614.93	1/14/2008	1/15/2008	1/15/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/15/2008 through 01/21/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70052049	$67.30	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052050	$13.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052051	$2,533.72	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052052	$85.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052053	$393.28	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052054	$75.00	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052055	$118.13	1/14/2008	1/15/2008	1/15/2008	Issued
00000000000010008578	GUSIP970A	70052056	$29.58	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052057	$101.79	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052058	$67.50	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052059	$45.00	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052060	$1,988.03	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052061	$132.00	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052062	$389.26	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052063	$655.58	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052064	$11.02	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052065	$314.30	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052066	$360.40	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052067	$135.23	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052068	$184.00	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052069	$472.15	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052070	$270.17	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052071	$194.35	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052072	$94.90	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052073	$259.56	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052074	$542.50	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052075	$285.48	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052076	$597.21	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052077	$137.79	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052078	$124.97	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052079	$343.00	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052080	$13.00	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052081	$7.07	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052082	$47.84	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052083	$14.96	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052084	$331.35	1/15/2008	1/16/2008	1/16/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/15/2008 through 01/21/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70052085	$3,345.00	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052086	$450.90	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052087	$58.14	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052088	$28.02	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052089	$73.48	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052090	$126.68	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052091	$80.90	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052092	$36.58	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052093	$32.00	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052094	$102.71	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052095	$38.34	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052096	$16.80	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052097	$190.34	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052098	$96.60	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052099	$307.95	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052100	$47.84	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052101	$307.65	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052102	$81.27	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052103	$80.68	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052104	$106.44	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052105	$52.84	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052106	$65.99	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052107	$585.20	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052108	$3,244.49	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052109	$1,074.98	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052110	$119.69	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052111	$59.09	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052112	$52.84	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052113	$141.05	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052114	$216.05	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052115	$9.64	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052116	$784.80	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052117	$1,036.34	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052118	$133.32	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052119	$41.83	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052120	$12,438.98	1/15/2008	1/16/2008	1/16/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/15/2008 through 01/21/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70052121	$34.18	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052122	$168.35	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052123	$88.87	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052124	$1,418.76	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052125	$55.00	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052126	$47.84	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052127	$501.68	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052128	$225.94	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052129	$85.62	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052130	$107.02	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052131	$131.17	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052132	$21.34	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052133	$201.51	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052134	$127.24	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052135	$179.50	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052136	$400.50	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052137	$1.62	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052138	$252.11	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052139	$1,777.23	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052140	$884.30	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052141	$844.31	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052142	$2,280.40	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052143	$57.50	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052144	$17.32	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052145	$34.18	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052146	$39.22	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052147	$156.25	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052148	$39.19	1/15/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	70052149	$99.22	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052150	$59.05	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052151	$8.40	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052152	$221.39	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052153	$19.40	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052154	$102.84	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052155	$26.49	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052156	$47.84	1/16/2008	1/17/2008	1/17/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/15/2008 through 01/21/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70052157	$99.74	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052158	$191.46	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052159	$129.56	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052160	$300.17	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052161	$217.64	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052162	$385.45	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052163	$395.89	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052164	$80.85	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052165	$83.98	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052166	$411.60	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052167	$535.47	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052168	$60.91	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052169	$400.03	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052170	$23.15	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052171	$187.48	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052172	$124.69	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052173	$39.64	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052174	$278.58	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052175	$282.59	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052176	$47.84	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052177	$102.71	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052178	$64.71	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052179	$212.40	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052180	$56.00	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052181	$257.96	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052182	$71.30	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052183	$461.05	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052184	$6.80	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052185	$20.00	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052186	$2,734.20	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052187	$50.40	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052188	$17.97	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052189	$22.07	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052190	$125.27	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052191	$133.67	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052192	$39.30	1/16/2008	1/17/2008	1/17/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/15/2008 through 01/21/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70052193	$50.22	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052194	$47.00	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052195	$96.58	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052196	$50.37	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052197	$45.76	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052198	$471.98	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052199	$10,421.73	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052200	$47.84	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052201	$319.87	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052202	$7.76	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052203	$190.10	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052204	$167.36	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052205	$15.00	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052206	$42.48	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052207	$74.02	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052208	$1,070.10	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052209	$66.56	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052210	$168.80	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052211	$19.40	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052212	$87.67	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052213	$71.86	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052214	$272.88	1/16/2008	1/17/2008	1/17/2008	Issued
00000000000010008578	GUSIP970A	70052215	$231.66	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052216	$1,443.74	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052217	$600.58	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052218	$26.00	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052219	$146.98	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052220	$47.84	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052221	$682.23	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052222	$20.34	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052223	$632.35	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052224	$263.37	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052225	$528.75	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052226	$176.51	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052227	$82.51	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052228	$58.91	1/17/2008	1/18/2008	1/18/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/15/2008 through 01/21/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70052229	$138.15	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052230	$4,677.48	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052231	$177.03	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052232	$269.02	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052233	$1,683.83	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052234	$39.41	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052235	$46.53	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052236	$34.58	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052237	$282.09	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052238	$50.00	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052239	$700.87	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052240	$1,752.90	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052241	$197.20	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052242	$200.34	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052243	$150.30	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052244	$50.00	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052245	$182.16	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052246	$75.68	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052247	$83.75	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052248	$66.82	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052249	$176.34	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052250	$295.75	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052251	$47.84	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052252	$435.91	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052253	$156.41	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052254	$39.35	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052255	$78.99	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052256	$101.15	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052257	$2,863.00	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052258	$120.40	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052259	$13.00	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052260	$8.00	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052261	$61.75	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052262	$157.53	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052263	$78.86	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052264	$94.50	1/17/2008	1/18/2008	1/18/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/15/2008 through 01/21/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70052265	$259.93	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052266	$243.54	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052267	$104.60	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052268	$200.20	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052269	$147.60	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052270	$80.27	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052271	$128.71	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052272	$127.33	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052273	$511.00	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052274	$561.49	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052275	$208.30	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052276	$83.75	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052277	$340.57	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052278	$13.00	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052279	$255.35	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052280	$227.36	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052281	$135.00	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052282	$38.83	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052283	$5,247.45	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052284	$67.83	1/17/2008	1/18/2008	1/18/2008	Issued
00000000000010008578	GUSIP970A	70052285	$1,263.50	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052286	$137.50	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052287	$1,678.90	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052288	$169.44	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052289	$337.50	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052290	$140.69	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052291	$116.00	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052292	$125.93	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052293	$486.22	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052294	$246.18	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052295	$229.61	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052296	$33.06	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052297	$55,923.40	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052298	$79,271.44	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052299	$22,087.80	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052300	$343.00	1/19/2008	1/21/2008	1/21/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/15/2008 through 01/21/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70052301	$132.56	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052302	$162.32	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052303	$49.96	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052304	$60.95	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052305	$366.39	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052306	$158.66	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052307	$531.60	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052308	$61.63	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052309	$6,250.00	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052310	$72.00	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052311	$267.81	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052312	$614.01	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052313	$113.21	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052314	$84.99	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052315	$1,679.99	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052316	$142.28	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052317	$1,984.44	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052318	$122.31	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052319	$33.28	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052320	$42.00	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052321	$15.56	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052322	$38.49	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052323	$53.10	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052324	$76.73	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052325	$141.07	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052326	$37.61	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052327	$1,284.34	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052328	$84.18	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052329	$202.30	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052330	$36.85	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052331	$454.00	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052332	$638.58	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052333	$356.59	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052334	$235.56	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052335	$179.05	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052336	$105.30	1/19/2008	1/21/2008	1/21/2008	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 01/15/2008 through 01/21/2008

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70052337	$404.50	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052338	$19.40	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052339	$78.49	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052340	$261.99	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052341	$1,076.25	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052342	$108.18	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052343	$38.57	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052344	$25.00	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052345	$21.59	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052346	$5.00	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052347	$5.00	1/19/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	70052348	$31,504.73	1/20/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	79900455	$176.55	1/16/2008	1/16/2008	1/16/2008	Issued
00000000000010008578	GUSIP970A	79900456	$90.14	1/21/2008	1/21/2008	1/21/2008	Issued
00000000000010008578	GUSIP970A	79900457	$1,604.29	1/21/2008	1/21/2008	1/21/2008	Issued
Total			$363,917.86				

AI-7618 **15.B.**

Tier Two Report
CC REGULAR

Date: 01/30/2008
Submitted By: Rosie Luna, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Safety Division:
1. Discussion and action to authorize Sergio Reyes to sign and submit the 2007 Texas Tier Two Report.
2. Discussion and action to authorize the Auditor's Department to process payment and County Treasurer to prepare and issue a manual check in the amount of $50.00 made payable to: Tier Two Chemical Reporting Program, Budget ZZ109 Fund 180 from account no. 8-1100-419-50-115-059-0-810.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-50-115-059-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 1-23-08 $251.54.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/23/2008 01:18 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/24/2008 07:39 AM	APRV
3	Auditor's Office	Linda Fong	01/24/2008 05:10 PM	APRV
4	Purchasing Department	Marty Salazar	01/25/2008 11:41 AM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 11:52 AM	APRV

Form Started By: Rosie Luna Started On: 01/23/2008 11:34 AM

Final Approval Date: 01/25/2008

AI-7628 **15.C.**

Inter-Departmental Transfers
CC REGULAR

Date: 01/30/2008
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: A.A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Elsa, Linn-San Manuel, and Palmview Fire Departments to Edinburg, La Joya, Mercedes, and Monte Alto Fire Departments in the amount of $1,545.00 (1100).

BACKGROUND

Money needed to cover negative balances

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-422-20-300-XXX-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Transfer $1,545.00 from Program 007,011, and 016 to Program 006,009,013, and 015 (see attachment).

7-1100-422-20-300-007-0-841 available balance as of 1/24/08 $12,765.00
7-1100-422-20-300-011-0-841 available balance as of 1/24/08 $ 6,620.00
7-1100-422-20-300-016-0-841 available balance as of 1/24/08 $13,030.00

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/23/2008 03:23 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/24/2008 10:11 AM	APRV
3	Auditor's Office	Linda Fong	01/24/2008 05:08 PM	APRV
4	Purchasing Department	Marty Salazar	01/25/2008 11:43 AM	APRV
5	Court Administrator	Monica Badillo	01/25/2008 11:52 AM	APRV

Form Started By: Yolanda Orozco Started On: 01/23/2008 02:06 PM

Final Approval Date: 01/25/2008

DATE: January 24, 2008

DEPARTMENT HEAD: A.A. Tony Pena, Jr. Revised AI# 7628

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 7-1100-422-20-300-XXX-0-841

CONTACT PERSON: Yolanda Orozco **Telephone No:** 956/318-2656

SUBJECT: **Inter-Departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
7-1100-422-20-300-007-0-841	Elsa Fire Department - Aid to Govt Agency	(690.00)
7-1100-422-20-300-011-0-841	Linn-San Manuel Fire Department - Aid to Govt Agency	(375.00)
7-1100-422-20-300-016-0-841	Palmview Fire Department - Aid to Govt Agency	(480.00)
TO:		
7-1100-422-20-300-006-0-841	Edinburg Fire Department - Aid to Govt Agency	260.00
7-1100-422-20-300-009-0-841	La Joya Fire Department - Aid to Govt Agency	420.00
7-1100-422-20-300-013-0-841	Mercedes Fire Department - Aid to Govt Agency	115.00
7-1100-422-20-300-015-0-841	Monte Alto Fire Department - Aid to Govt Agency	750.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: **Transfer from one account to another to cover expenditures for Fire Calls.**

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-7672 **15.D.**

2008 Appropriation of funds for Courthouse Security fund 1241
CC REGULAR

Date: 01/30/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 appropriation of funds for the Courthouse Security Fund (1241) in the amount of $5,058.00.

BACKGROUND

Appropriation needed to fund various R & M object codes for security cameras and related equipment. Please refer to attachement. Funding pending carryover.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1241-421-23-115-044-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2008 appropriation of funds for the Courthouse Security fund (1241) in the total amount of $5,058.00 to fund various R & M object codes and related equipment for Security Cameras.

Available Fund Balance as of 1-24-08 for calendar year 2007 $17,121.56. Ending Balance as of 1-21-08 for calendar year 2007 expenditure report $41,998.39 (ending balance will close to fund balance at year end after period 13 closes).

Available Fund Balance as of 1-24-08 for calendar year 2008 (4,420.15). Net fund balance available for calendar year 2008 $54,699.80 after period 13 closes.

Attachments

Link: BA-Courthouse Security Fund 1241
Link: Courthouse Security backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/24/2008 02:51 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2008 03:41 PM	APRV

3	Erika Reyna	Erika Reyna	01/25/2008 09:14 AM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Ivan Cantu Started On: 01/24/2008 01:55 PM

Final Approval Date: 01/25/2008

DATE: **January 24, 2008**

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: **DEPT OF BUDGET & MGMT FOR COURTHOUSE SECURITY**

ACCOUNT NUMBER: **FUND 1241 - Courthouse Security Fund**

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
8-1241-421-23-115-044-0- 432	**COURTHOUSE SECURITY- R&M SERV. EQUIPMENT**	**$4,000.00**
8-1241-421-23-115-044-0- 679	**COURTHOUSE SECURITY-OTHER R&M SUPPLIES**	**320.00**
8-1241-421-23-115-044-0- 664	**COURTHOUSE SECURITY-OTHER MINOR EQUIP**	**200.00**
8-1241-421-23-115-044-0- 665	**COURTHOUSE SECURITY-MINOR COMPUTER EQUIP**	**38.00**
8-1241-421-23-115-044-0- 611	**COURTHOUSE SECURITY-POLICE SUPPLIES**	**500.00**
TOTAL BUDGET INCREASE (DECREASE)		**5,058.00**

REASON: TO APPROPRIATE FUNDS FOR THE COURTHOUSE SECURITY FUND (1241) TO FUND REPLACEMENT OF SECURITY CAMERAS AND RELATED EQUIPMENT AS WELL AS INSTALLATION SERVICES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

dina trevino

From: rozuna@hidalgoso.org
Sent: Wednesday, January 23, 2008 4:22 PM
To: dina.trevino@co.hidalgo.tx.us
Subject: Court House Security Funds

Problem: Cameras and monitor with controls which are not working at the court house.

Object code: 432 repair and maintenance services of equipment
lowest price per hr. is 65.00 unknown hours it will take to fix problem.
If problems are repairable it is an additional cost (unknown at this time)
Requesting an allowable fund of about $ 4,000.00

Problem: Key fobs for court house security magnetic doors

Object code: 679 repair and maintenance supplies
each key fob is $ 8.00 need a total of 40 for $ 320.00

Problem: Court house security needs a digital camera for incidents that occur on sight

Object code: 664 other minor equipment
camera is valued at about $ 199.98 $200.00

Problem: need memory stick for digital camera for court house security Deputies

Object code: 665 minor computer equipment
memory stick value $ 38.00

Problem: need to replace damaged or worn out portable radio (ear pieces)

Sell as per Liz Cano

Object code: ~~679 or 664~~ depending on the auditor.
earpiece and acoustic tube about $ 50.00 each need to have in stock
at least 10 total value is about $ 500.00

Lt. Richard Ozuna
Hidalgo County Sheriff's Office
711 East El Cibolo Road
Edinburg, Texas 78539
Voice: (956) 393-6022
FAX: (956) 393-6021

Total Amt of request
~~$ 5,057.98~~ $5058.00

-Y-08-

AI-7671 **15.E.**

Budget Amendment-TXDOT
CC REGULAR

Date: 01/30/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 appropriation of funds and recording of estimated revenues for various Texas Department of Transportation (1315) projects in the total amount of $2,545,776.95.

BACKGROUND

To appropriate for actual expenditures incurred for various TXDOT projects and record the estimated revenue.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1315-431-00-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $2,545,776.95 for actual expenditures incurred for various TxDot projects and record the estimate revenues.

Attachments

Link: BA-7671

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	01/25/2008 10:20 AM	APRV
2	Budget & Management	Dina Trevino	01/25/2008 10:53 AM	APRV
3	Dale Kennan	Dale Kennan	01/25/2008 01:49 PM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW
Form Started By: Manuel Chapa			Started On: 01/24/2008 01:47 PM	
Final Approval Date: 01/25/2008				

DATE: January 24, 2008

DEPARTMENT HEAD: Valde Guerra **AI#7671**

DEPARTMENT NAME: Dept. of Budget & Management

ACCOUNT NUMBER: 7-1315-431-00-XXX-XXX-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C. Section 111.070, Subsection C.

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1315-431-00-123-023-0-841	TXDOT ROW - FM 1924 PH1 - AID TO GOVT AGENCY	78,099.13
7-1315-334-30-123-001-0-000	INTERGOVT'L REV - TXDOT - FM 1924 PH1	78,099.13
7-1315-431-00-260-005-0-841	TXDOT ROW - FM 2128 - AID TO GOVT AGENCY	621.52
7-1315-334-30-124-001-0-000	INTERGOVT'L REV - TXDOT - FM 2128	621.52
7-1315-431-00-123-021-0-841	TXDOT - SH495 ABRAMS - AID TO GOVT AGENCY	1,170,171.80
7-1315-334-30-123-003-0-000	INTERGOVT'L REV - TXDOT - SH495 ABRAMS	1,170,171.80
7-1315-431-00-122-025-0-841	TXDOT ROW - FM 2061 PRJ6 - AID TO GOVT AGENCY	118,654.00
7-1315-334-30-122-001-0-000	INTERGOVT'L REV - TXDOT - FM 2061	118,654.00
7-1315-431-00-121-034-0-841	TXDOT - FM 1015 - AID TO GOVT AGENCY	422,520.79
7-1315-334-30-121-001-0-000	INTERGOVT'L REV - TXDOT - FM 1015	422,520.79
7-1315-431-00-123-031-0-841	TXDOT - FM 1924 PH II - AID TO GOVT AGENCY	160,296.15
7-1315-334-30-123-002-0-000	INTERGOVT'L REV - TXDOT - FM 1924 PHII	160,296.15
7-1315-431-00-121-037-0-841	TXDOT - FM 88 - AID TO GOVT AGENCY	290,467.29
7-1315-334-30-121-002-0-000	INTERGOVT'L REV - TXDOT - FM 88	290,467.29
7-1315-431-00-121-040-0-711	TXDOT PRJ-MILE 2 WEST - MILE 12 - US83 - ROW	24,000.00
7-1315-334-30-121-003-0-000	INTERGOVT'L REV - TXDOT - MILE 2 W	24,000.00
7-1315-431-00-124-023-0-711	TXDOT PRJ-"I" RD-ROW	246,249.30
7-1315-337-00-124-001-0-000	INTERGOVT'L REV - EDINBURG-N "I" RD PH II	246,249.30
7-1315-431-00-123-021-0-841	TXDOT - SH495 ABRAMS - AID TO GOVT AGENCY	30,009.15
7-1315-337-00-123-001-0-000	INTERGOVT'L REV - PALMVIEW-SH495 ABRAMS	30,009.15
7-1315-431-00-121-037-0-841	TXDOT - FM 88 - AID TO GOVT AGENCY	4,687.82
7-1315-337-00-121-001-0-000	INTERGOVT'L REV - ELSA -FM88	4,687.82
	TOTAL BUDGET INCREASE (DECREASE)	$ 2,545,776.95

REASON: TO APPROPRIATE FOR ACTUAL EXPENDITURES INCURRED FOR VARIOUS TXDOT PROJECTS AND RECORD THE ESTIMATE REVENUES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-7674 **15.F.**

Budget Amendment - Auditor's Office
CC REGULAR

Date: 01/30/2008
Submitted By: Andres Castro, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration and approval to appropriate funds for calender year 2007 in the amount of $58,119.09 (1100) for capital lease agreement approved by Commissioners' Court on 10/15/07 and 11/27/07 and to increase estimate revenues by the same amount.

BACKGROUND

Appropriation needed to fund PO #593306, 595133, 595134 and 593111; approval to increase estimated revenues by the same amount.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-41X-XX-XXX-001-0-743
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $58,119.09 for actual expenditures incurred for various General fund accounts and record the estimate revenues. To fund PO's #593306, 595133, 595134 & 593111.

Revenue Account #7-1100-390-10-000-000-0-000, "Gen Fund - Other Financing Sources"

Attachments

Link: BA
Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Andres Castro (Originator)	Andres Castro	01/24/2008 03:55 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/24/2008 04:20 PM	APRV
3	Andres Castro (Originator)		01/25/2008 05:48 PM	PEND
4	Budget & Management	Dina Trevino	01/25/2008 10:14 AM	APRV
5	Ivan Cantu	Ivan Cantu	01/25/2008 10:44 AM	APRV
6	Auditor's Office		01/25/2008 05:48 PM	NEW
Form Started By: Andres Castro			Started On: 01/24/2008 03:34 PM	

Final Approval Date: 01/25/2008

DATE: **January 24, 2008**

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: **Budget & Management c/o Auditor's Office**

ACCOUNT NUMBER: **7-1100-XXX-XX-XXX-001-0-743**

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1100-415-18-160-001-0- 743	**Purchasing - Office Equipment**	**$15,135.36**
7-1100-412-00-068-001-0- 743	**JP Pct. 4/ Pl 2 - Office Equipment**	**13,839.93**
7-1100-414-00-130-001-0- 743	**Elections Dept. - Office Equipment**	**$29,143.80**
7-1100-390-10-000-000-0- 000	**Gen Fund - Other Financing Sources**	**58,119.09**
TOTAL BUDGET INCREASE (DECREASE)		**58,119.09**

REASON: To appropriate for capital lease agreements approved by Commisioner's Court on 10/15/2007 and 11/27/2007 and to estimate revenues for the same amount. (PO #593306, 595133, 595134 and 593111)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

DATE: 1/2320/08

DEPARTMENT HEAD: Ray Eufracio, CPA, Hidalgo County Auditor

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 7-1100-XXX-XX-XXX-001-0-743

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-415-18-160-001-0-743	PURCHASING-OFFICE EQUIPMENT	$ 15,135.36
7-1100-412-00-068-001-0-743	JP PCT 4/PL 2-OFFICE EQUIPMENT	13,839.93
7-1100-414-00-130-001-0-743	ELECTIONS DEPT-OFFICE EQUIPMENT	29,143.80
7-1100-390-10-000-000-0-000	GEN FUND-OTHER FINANCING SOURCES	58,119.09
- - - -		
- - - -		
- - - -		
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- - - -		
- - - -		
- - - -		
TOTAL BUDGET INCREASE REQUEST		$ 116,238.18

REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENTS APPROVED BY COMMISSIONERS' COURT ON 10/15/07 AND 11/27/07 AND TO ESTIMATE REVENURES FOR THE SAME AMOUNT. (PO#593306, 595133, 595134, AND 593111)

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

1-23-08

DEPARTMENT HEAD SIGNATURE

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

COUNTY AUDITOR'S FORM: SFA-CA-016
REVISED: 05/01/2000

AI-7676 **15.G.**

2008 Interdept transfer for Auxiliary Court (1100)
CC REGULAR

Date: 01/30/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Auxiliary Court (1100) in the amount of $325.00.

BACKGROUND

To fund Spanish interpretation services provided to Auxiliary Court B for Cause No. CR-2372-07-A, object code 831 "Court Costs & Investigation".

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-412-00-045-001-0-831 $325.00. Available Balance as of 1-24-08 $182,791.28.

Attachments

Link: Auxiliary Court Interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/25/2008 07:35 AM	APRV
2	Budget & Management	Dina Trevino	01/25/2008 08:33 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/25/2008 10:22 AM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW
Form Started By: Ivan Cantu			Started On: 01/24/2008 03:39 PM	
Final Approval Date: 01/25/2008				

DATE: January 25, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Auxiliary Court

ACCOUNT NUMBER: 8-1100-41X-X0-XXX-0XX-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		
8-1100-415-00-115-002-0- 899	CO WIDE ADM.- CONTINGENCY	(325.00)
TO		
8-1100-412-00-045-001-0- 831	AUXILIARY COURT- COURT COSTS & INVESTIGATION	325.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

TO FUND SPANISH INTERPRETATION FOR CAUSE NO. CR-2372-07-A FOR THE AUXILIARY COURT B

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-7678 **15.H.**

Budget Amendment for Auditor's Office
CC REGULAR

Date: 01/30/2008
Submitted By: Andres Castro, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration, and approval to appropriate funds for calendar year 2007 in the amount of $171,301.00 (fund 1202, Precinct 2 R&B) for actual expenditures incurred for interlocal agreement with the City of Hidalgo and increase estimated revenues by the same amount.

BACKGROUND

Appropriation is being done for calendar year 2007

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $171,301.00 for actual expenditures incurred for interlocal agreement with City of Hidalgo and record the estimate revenues.

Revenue Acct #7-1202-337-00-122-008-0-000 "Intergovt'l Rev.-Hidalgo-S. McColl Rd"

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Andres Castro (Originator)	Andres Castro	01/25/2008 08:53 AM	APRV
2	Ivan Cantu	Ivan Cantu	01/25/2008 08:59 AM	APRV
3	Andres Castro (Originator)	Andres Castro	01/25/2008 09:24 AM	APRV
4	Ivan Cantu	Ivan Cantu	01/25/2008 10:03 AM	APRV
5	Budget & Management	Dina Trevino	01/25/2008 10:14 AM	APRV
6	Ivan Cantu	Ivan Cantu	01/25/2008 10:21 AM	APRV
7	Auditor's Office	Linda Fong	01/25/2008 05:02 PM	APRV
8	Becky Morales		01/25/2008 05:48 PM	NEW

Form Started By: Andres Castro — Started On: 01/25/2008 08:40 AM

Final Approval Date: 01/25/2008

DATE: **January 24, 2008**

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: **Budget & Management c/o Auditor's Office**

ACCOUNT NUMBER: **7-1202-431-00-122-006-0-841**

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1202-431-00-122-006-0- 841	**Pct. #2 P/U Rd - Aid to Govt Agency**	**$171,301.00**
7-1202-337-00-122-008-0- 000	**Intergovt'l Rev - Hidalgo-S McColl Rd**	**171,301.00**
TOTAL BUDGET INCREASE (DECREASE)		**171,301.00**

REASON: To appropriate for actual expenditures incurred for interlocal agreement with City of Hidalgo and record the estimate revenues.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-7679 **15.I.**

Interdepartmental transfer for Auditor's Office
CC REGULAR

Date: 01/30/2008
Submitted By: Andres Castro, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Elections Department to Capital Leases - Other Debt Principal (1100) in the amount of $809.55 to fund Capital Lease Agreement approved by Commisssioners Court on 11-27-07.

BACKGROUND

Transfer needed for payment of capital lease agreement approved by CC on 11-27-07; does not include overage charges. PO #593111 WC 7655 copier/printer.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-4XX-00-XX0-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-414-00-130-001-0-442-->7-1100-471-00-000-000-0-862 $809.55; Available balance in PO #593111 as of 1/25/2008 $2,428.65.

Attachments

Link: Interdept transfer
Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/25/2008 10:15 AM	APRV
2	Ivan Cantu	Ivan Cantu	01/25/2008 10:33 AM	APRV
3	Auditor's Office	Linda Fong	01/25/2008 05:01 PM	APRV
4	Becky Morales		01/25/2008 05:48 PM	NEW
Form Started By: Andres Castro			Started On: 01/25/2008 09:38 AM	
Final Approval Date: 01/25/2008				

DATE: January 24, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Auditor's Office

ACCOUNT NUMBER: 7-1100-471-00-000-000-0-862

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		
7-1100-414-00-130-001-0-442	Elections Department - Equipment & Vehicle Rentals	(809.55)
TO		
7-1100-471-00-000-000-0-862	Capital Leases - Other Debt Principal	809.55
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer needed for payment of capital lease agreement approved by Commissioners' Court on 11/27/2007; Does not include overage charges. (PO #593111 WC 7655 copier/printer). There are no areas in my current budget to reduce in order to fund the above mentioned items.

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

DATE: 1/23/2008

DEPARTMENT HEAD: Ray Eufracio, CPA, Hidalgo County Auditor

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER:

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-471-00-000-000-0-862	CAPITAL LEASES- OTHER DEBT PRINCIPAL	809.55
7-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEHICLE RENTALS	(809.55)
- - - -		
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- - - -		
- - - -		
- - - -		
- - - -		
TOTAL BUDGET INCREASE REQUEST		$ -

REASON: TO APPROPRIATE PAYMENT FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 11/27/07; DOES NOT INCLUDE OVERAGE CHARGES. (PO#593111 WC 7655 COPIER/PRINTER)

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

RE 1/25/08

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ___/___/___ DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-016
REVISED: 05/01/2000

AI-7681 **15.J.**

2007 - Interdepartmental transfer for the Indigent Health Care (1249) CC REGULAR

Date: 01/30/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Indigent Health Care (1249)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer within the Indigent Health Care Program (1249) from program 004 to program 003 in the amount of $138,865.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1249-444-00-240-00X-8-8XX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 7-1249-444-00-240-004-8-843 to 7-1249-444-00-240-003-8-899 in the amount of $138,865.50. Funding available as of 1/25/08.

Attachments

Link: 2007 - Indigent Health Care (1249)
Link: 2007 Payment Attestation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/25/2008 12:45 PM	APRV
2	Andres Castro		01/25/2008 05:48 PM	PEND
3	Auditor's Office	Linda Fong	01/25/2008 04:59 PM	APRV
4	Purchasing Department		01/25/2008 05:48 PM	NEW

Form Started By: Dale Kennan Started On: 01/25/2008 11:25 AM

Final Approval Date: 01/25/2008

DATE: January 25, 2008

2007
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for the Indigent Health Care (1249)

ACCOUNT NUMBER: 7-1249-444-00-240-00X-8-8XX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

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, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
7-1249-444-00-240-004-8-843	UPL FY 2007-2008-AID TO NONGOVT AGENCY	(138,865.50)
7-1249-444-00-240-003-8-899	INDIGENT FY 2007-2008-CONTINGENCY	138,865.50
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from UPL FY 2007-2008-AID TO NONGOVT AGENCY, to INDIGENT FY 2007-2008-CONTINGENCY to cover pending payment in 2007.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on January 22, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office (Dec 2007) $138,865.50
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.) $138,865.50

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Klausa Sarmiento — Approved by Human Services Director

1-18-08 — Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

Old Acct— 7-1249-444-00-240-003-8-899

New Acct— 8-1249-444-00-240-004-8-843

AI-7683 **15.K.**

2008 - Interdepartmental transfer within the Indigent Health Care Program (1249)

CC REGULAR

Date: 01/30/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Indigent Health Care (1249)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within the Indigent Health Care Program (1249) from program 004 to program 003 in the amount of $47,945.48.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1249-444-00-240-00X-8-8XX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 8-1249-444-00-240-004-8-843 to 8-1249-444-00-240-003-8-899 in the amount of $47,945.48. Funding available as of 1/25/08.

Attachments

Link: 2008 - Indigent Health Care (1249)

Link: 2008 Payment Attestation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/25/2008 12:46 PM	APRV
2	Erika Reyna	Erika Reyna	01/25/2008 01:14 PM	APRV
3	Auditor's Office	Linda Fong	01/25/2008 04:57 PM	APRV
4	Purchasing Department		01/25/2008 05:48 PM	NEW

Form Started By: Dale Kennan Started On: 01/25/2008 11:40 AM

Final Approval Date: 01/25/2008

DATE: January 25, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for the Indigent Health Care (1249)

ACCOUNT NUMBER: 8-1249-444-00-240-00X-8-8XX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

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, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1249-444-00-240-004-8-843	UPL FY 2007-2008-AID TO NONGOVT AGENCY	(47,945.48)
8-1249-444-00-240-003-8-899	INDIGENT FY 2007-2008-CONTINGENCY	47,945.48
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from UPL FY 2007-2008-AID TO NONGOVT AGENCY, to INDIGENT FY 2007-2008-CONTINGENCY to cover negative balance in 2008.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on January 22, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office (Jan. 2008) $47,945.48
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.) $47,945.48

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Lauren Sarmiento — 1-18-08
Approved by Human Services Director — Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

Old Acct. – 8-1249-444-00-240-003-8-899
New Acct. – 8-1249-444-00-240-004-8-843

AI-7684 **15.L.**

2007 BA for Pct. 2 P/U Rd c/o Auditor's Office
CC REGULAR

Date: 01/30/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration, and approval to appropriate funds for calendar year 2007 (fund 1202, Precinct 2 R&B) in the amount of $292,316.38 for actual expenditures incurred for interlocal agreements with several Cities (City of San Juan, City of Alamo, and City of Pharr) and to increase estimated revenue for the same amount.

BACKGROUND

Appropriation of funds needed to fund actual expenditures incurred for interlocal agreements with several Cities (City of San Juan, City of Alamo, and City of Pharr); approval to increase revenues for the same amount.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1202-XXX-00-122-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $292,316.38 to fund actual expenditures incurred for interlocal agreements with several cities (City of San Juan, City of Alamo, City of Pharr) and increase estimated revenues by the same amount.

Revenue Acct #7-1202-337-00-122-009-0-000, 7-1202-337-00-122-010-0-000, 7-1202-337-00-122-011-0-000, 7-1202-337-00-122-012-0-000

Attachments

Link: 7684 BA C/O AUDITOR'S OFFICE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/25/2008 02:01 PM	APRV
2	Budget & Management	Dina Trevino	01/25/2008 02:41 PM	APRV
3	Rey Salazar	Rey Salazar	01/25/2008 03:20 PM	APRV
4	Auditor's Office	Linda Fong	01/25/2008 04:56 PM	APRV
5	Becky Morales		01/25/2008 05:48 PM	NEW

Form Started By: Ivan Cantu

Started On: 01/25/2008 01:22 PM

Final Approval Date: 01/25/2008

DATE: **January 25, 2008**

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: **DEPT OF BUDGET & MGMT FOR AUDITOR'S OFFICE**

ACCOUNT NUMBER: **7-1202-XXX-00-122-0XX-0-XXX**

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER		ACCOUNT NAME	AMOUNT
7-1202-431-00-122-006-0-	**841**	**PCT. 2 P/U RD-AID TO GOVT AGENCY**	**$292,316.38**
7-1202-337-00-122-009-0-	**000**	**INTERGOVT'L REV.-SAN JUAN BCAP-CSJ568**	**60,000.00**
7-1202-337-00-122-010-0-	**000**	**INTERGOVT'L REV.-CITY OF ALAMO BCAP-CSJ490**	**32,264.43**
7-1202-337-00-122-011-0-	**000**	**INTERGOVT'L REV.-CITY OF PHARR BCAP-CSJ683**	**150,051.95**
7-1202-337-00-122-012-0-	**000**	**INTERGOVT'L REV.-CITY OF ALAMO BCAP-CSJ199**	**50,000.00**
		TOTAL BUDGET INCREASE (DECREASE)	**292,316.38**

REASON: To appropriate funds for actual expenditures incurred for interlocal agreements with several Cities and record the estimated increase in revenue. Interlocals are with City of San Juan, Alamo and Pharr.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-7688 **15.M.**

Creation of four (4) Deputy Clerk Positions
CC REGULAR

Date: 01/30/2008
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: County Clerk's Office
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

County Clerk's Office:
1. Discussion, consideration and approval to create four (4) permanent full-time Deputy Clerk positions, slot no.'s 180-001-0005, -0006, -0007, -0008 and set annual salary at $25,000.00 each.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-40-180-002-0--XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Sufficient available balance as of 01/25/2008 in object codes 113, 211, 212, 220, 230, 250, 260. RC

Attachments

Link: Job Description
Link: County Clerk- AI 7688 Revised Salary Schedule
Link: CC Rec. Arch. - FISCAL NOTE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	01/25/2008 04:01 PM	APRV
2	Budget & Management	Dina Trevino	01/25/2008 04:06 PM	APRV
3	Dale Kennan	Dale Kennan	01/25/2008 04:44 PM	APRV
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Rosie Cantu
Started On: 01/25/2008 02:40 PM

Final Approval Date: 01/25/2008

HIDALGO COUNTY
COUNTY CLERK'S OFFICE

Job Title:	Deputy Clerk Full Time	FSLA Status:	Non-Exempt
Department: 180		Civil Service Status:	Non-Exempt

SUMMARY

Performs a variety of clerical functions which follow established procedures and which may require some judgment and assistance to defendants, attorney, the general public and/or fellow staff. Most work procedures are pre-established and on the job training is provided. The County Clerk may set new procedures and/or changes as needed and Deputy Clerks are expected to adjust to any changes implemented.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to type correspondence and other documents and materials using a typewriter and/or processing software.
- Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting, stuffing and mailing documents.
- Ability to assist the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail.
- Proofreads, records and conducts research as needed on property records and on every document available for public review in the County Clerk's Office.
- Assists the public by answering questions on all real, personal and criminal correspondence.
- Must have good communication skills.
- Must be flexible and available, if assigned to perform other duties in other departments which may include any of the following: Deed records, Civil, Probate, Collections, Marriage, Accounting, Criminal, Vital Statistics, Assumed Name Records and Commissioner's Court.
- Must be able to work overtime when required.
- Ability to work well with others including vendors, fellow employees, elected officials and department heads.
- Must be able to accept and follow written and/or oral instructions.
- Must be willing and able to follow all Civil Service rules.
- Regular and timely attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential function duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

01/25/2008 16:41 9563182067 PAGE 02

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED) with typing courses, plus a minimum of one (1) year of responsible clerical work experience, preferably with governmental entity; OR
- Any equivalent combination of experience and training which provided the required knowledge, skills and abilities.
- Bilingual is preferred.

OTHER SKILLS AND ABILITIES

- Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to fill out reports and answer routing correspondence. Ability to speak effectively to the public.
- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions and duties of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and job duties.

While performing the duties of this job, the employee is requires to stand, sit, and use his/her hands. The employee may be required to handle or feel objects, tools, or controls, and to talk and listen extensively. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty- five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- sitting for extended periods of time
- operating assigned equipment.

01/25/2008 16:41 9563182067 PAGE 03

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio- visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others.

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

01/25/2008 16:41 9563182067 PAGE 04

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-415-40-180-002-0
CO CLERK - RECORD ARCHIVE

AI-7688

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T001	121	DEPUTY CLERK	$20,800.00	$0.00	$20,800.00	0	$0.00	$0.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T002	121	DEPUTY CLERK	$20,800.00	$0.00	$20,800.00	0	$0.00	$0.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T003	121	DEPUTY CLERK	$20,800.00	$0.00	$20,800.00	0	$0.00	$0.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T004	121	DEPUTY CLERK	$20,800.00	$0.00	$20,800.00	0	$0.00	$0.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	DEPUTY CLERK	$0.00	$25,000.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	DEPUTY CLERK	$0.00	$25,000.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	DEPUTY CLERK	$0.00	$25,000.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	DEPUTY CLERK	$0.00	$25,000.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$83,200.00	$100,000.00	$183,200.00		$0.00	$0.00	$183,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Wednesday, January 30, 2008

Agenda Item: 7688

Summary of request/proposal:
County Clerk's Office is requesting the approval to create four (4) F/T Deputy Clerk Positions in slot no.'s 180-001-0005, -0006, -0007, -0008 and set annual salary at $25,000.00 each. Effective date of 2/4/08.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Deputy Clerk	0005	113	0.00	25,000.00	25,000.00
1100	Deputy Clerk	0006	113	0.00	25,000.00	25,000.00
1100	Deputy Clerk	0007	113	0.00	25,000.00	25,000.00
1100	Deputy Clerk	0008	113	0.00	25,000.00	25,000.00
				0.00	100,000.00	100,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-415-40-180-002-0-	113	CO CLERK REC. ARC.-	PERM F/T EMPLOY	$90,839.69
8-1100-415-40-180-002-0-	211	CO CLERK REC. ARC.-	HEALTH INSURANCE	$15,130.26
8-1100-415-40-180-002-0-	212	CO CLERK REC. ARC.-	LIFE INSURANCE	$119.91
8-1100-415-40-180-002-0-	220	CO CLERK REC. ARC.-	FICA	$6,949.24
8-1100-415-40-180-002-0-	230	CO CLERK REC. ARC.-	RETIREMENT	$7,975.73
8-1100-415-40-180-002-0-	250	CO CLERK REC. ARC.-	UNEMPLOYMENT COMP	$454.20
8-1100-415-40-180-002-0-	260	CO CLERK REC. ARC.-	WORKER'S COMP	$381.53
			2008 Budgetary Impact	$121,850.56

2009 Budgetary Impact: $134,138.00

Possible Funding Sources: To be funded from within department

Budget Office Recommendation:

AI-7690 **15.N.**

IRS New Mileage Rate 50.5 cents/mile
CC REGULAR

Date: 01/30/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration, and approval of new IRS Mileage rate set at 50.5 cents per mile in accordance with IR-2007-192.

BACKGROUND

Please refer to attachment, IR-2007-192 published on Nov. 27, 2007 by the IRS.

Fiscal Impact

Attachments

Link: IRS New Mileage Rate

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/25/2008 03:21 PM	APRV
2	Budget & Management	Dina Trevino	01/25/2008 03:53 PM	APRV
3	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Ivan Cantu — Started On: 01/25/2008 03:08 PM

Final Approval Date: 01/25/2008

#7690

Internal Revenue Service
United States Department of the Treasury

IRS Announces 2008 Standard Mileage Rates; Rate for Business Miles Set at 50.5 Cents per Mile

IR-2007-192, Nov. 27, 2007

WASHINGTON — The Internal Revenue Service today issued the 2008 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning Jan. 1, 2008, the standard mileage rates for the use of a car (including vans, pickups or panel trucks) will be:

- 50.5 cents per mile for business miles driven;
- 19 cents per mile driven for medical or moving purposes; and
- 14 cents per mile driven in service of charitable organizations.

The new rate for business miles compares to a rate of 48.5 cents per mile for 2007. The new rate for medical and moving purposes compares to 20 cents in 2007. The rate for miles driven in service of charitable organizations has remained the same.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile; the standard rate for medical and moving purposes is based on the variable costs as determined by the same study. Runzheimer International, an independent contractor, conducted the study for the IRS.

The mileage rate for charitable miles is set by law.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS), after claiming a Section 179 deduction for that vehicle, for any vehicle used for hire or for more than four vehicles used simultaneously.

Revenue Procedure 2007-70 contains additional information on these standard mileage rates.

Subscribe to IRS Newswire

AI-7691 **15.O.**

Interdept transfer

CC REGULAR

Date: 01/30/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Administration - Contingency to Independent Audit (1100) in the amount of $11,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899-->8-1100-415-13-115-019-0-335 $11,000.00
Available balance as of 1/25/08 $182,791.28

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rey Salazar	Rey Salazar	01/25/2008 04:35 PM	APRV
2	Budget & Management	Dina Trevino	01/25/2008 04:46 PM	APRV
3	Rey Salazar		01/25/2008 05:48 PM	PEND
4	Auditor's Office		01/25/2008 05:48 PM	NEW

Form Started By: Manuel Chapa — Started On: 01/25/2008 03:09 PM

Final Approval Date: 01/25/2008

DATE: **January 25, 2008**

DEPARTMENT HEAD: **Valde Guerra** **AI# 7691**

DEPARTMENT NAME: **Dept. of Budget & Management**

ACCOUNT NUMBER: **8-1100-415-XX-115-0XX-0-XXX**

SUBJECT: **Interdepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	Co. Wide Adm - Contingency	(11,000.00)
8-1100-415-13-115-019-0-335	Independent Audit - Acct, Audit & Finance	11,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Interdepartmental transfer from Co. Wide Adm. - Contingency to Independent Audit to cover 2008 increase in auditing services fees.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-7692 **15.P.**

payment of invoices-TAC case

CC REGULAR

Date: 01/30/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Presentation for discussion, consideration and action to process payment to Campbell & LeBoeuf, P.C. with authority for County Auditor to issue payment after review and processing procedures are completed

BACKGROUND

2 invoices attached -- in connection with Cause No. C-1716-07-E; TAC vs. Hid. Co. & E. Escalon in the 275thDC
Gen. Litigation Acct. 8-1100-415-30-115-021-0-333

Fiscal Impact

Attachments

Link: bills

Form Routing/Status

Form Started By: Monica Badillo	Started On: 01/25/2008 05:44 PM
Final Approval Date: 01/25/2008	

HCO-58113.

Campbell & LeBoeuf, P.C.
4201 Spring Valley Rd.
Suite 1250
Dallas, TX 75244
Ph: (972) 277-8585
Fax(972) 277-8586

Invoice submitted to:
Preston Henrichson
Law Offices of Preston Henrichson
222 West Cano
Edinburg TX 78539

December 04, 2007

In Reference To: EXP(7)Hidalgo.2120
Tax ID: 81 0636676

Invoice #12499

Professional Services

		Hours	Amount
11/1/2007 BC	Outline facts involved in the matter (5.4).	5.40	1,890.00
11/15/2007 BC	Telephone conference with Susan with Mr. Henrichson (.2).	0.20	70.00
11/21/2007 BC	Draft outline of factual basis for opinion (2.7).	2.70	945.00
11/23/2007 BC	Work on factual summary for opinions (2.1).	2.10	735.00
11/24/2007 BC	Continue work on draft of factual basis for opinion (1.9).	1.90	665.00
11/26/2007 BC	Draft factual summary relating to the underlying matter (1.6).	1.60	560.00
	For professional services rendered	13.90	$4,865.00
	Previous balance		$7,567.50
	Balance due		$12,432.50

Professional Summary

Name	Hours	Rate	Amount
Bruce Campbell	13.90	350.00	$4,865.00

POSTED

Campbell & LeBoeuf, P.C.
4201 Spring Valley Rd.
Suite 1250
Dallas, TX 75244
Ph: (972) 277-8585
Fax(972) 277-8586

Invoice submitted to:
Preston Henrichson
Law Offices of Preston Henrichson
222 West Cano
Edinburg TX 78539

January 04, 2008

In Reference To: EXP(7)Hidalgo.2120
Tax ID: 81 0636676

Invoice #12606

Professional Services

			Hours	Amount
12/3/2007	JK	Review authorities regarding "Official Mistake" (1.0).	1.00	125.00
12/5/2007	JK	Continue review of authorities on "Official Mistake" (.5).	0.50	62.50
	BC	Telephone conference with Susan in Preston Hienrichson's office regarding status of matter (.2).	0.20	70.00
12/6/2007	BC	Analysis of official mistake authorities (.4).	0.40	140.00
	JK	Review authorities on "Papers in Record" (5.5).	5.50	687.50
12/7/2007	JK	Review authorities regarding official mistake issues (7.2).	7.20	900.00
12/10/2007	JK	Work on Factual Summary (4.5).	4.50	562.50
12/11/2007	JK	Review authorities regarding fault for a bill of review (2.1).	2.10	262.50
12/12/2007	BC	Work on opinions (1.0).	1.00	350.00
	JK	Draft of factual opinion (2.5).	2.50	312.50
12/13/2007	JK	Work on factual background (3.8).	3.80	475.00
	JK	Work on factual background (1.9).	1.90	237.50
12/14/2007	JK	Revise factual background in draft report as request for additional information (2.2).	2.20	275.00
	JK	Review authorities on diligence (.3).	0.30	37.50

			Hours	Amount
12/14/2007	JK	Revise factual background (.4).	0.40	50.00
	JK	Research authorities on diligence (1.8).	1.80	225.00
	SLS	Review and analyze additional authorities for Mr. Campbell on official mistake and negligence in a bill of review (.4).	0.40	70.00
	BC	Work on opinion (1.0).	1.00	350.00
12/17/2007	JK	Review authorities regarding "duty of the clerk" (2.0).	0.50	62.50
	JK	Discuss factual background with Mr. Campbell and work on factual background (.8).	0.80	100.00
	JK	Evaluate documents to opinion (2.4).	2.40	300.00
12/18/2007	JK	Check factual citation in background section of record (4.8).	4.80	600.00
	BC	Work on report (.5).	0.50	175.00
12/20/2007	BC	Work on report (2.3); Outline additional documents to be obtained from counsel (.3).	2.60	910.00
12/21/2007	BC	Review and revise opinions (1.8).	1.80	630.00
12/26/2007	BC	Revise opinions section of the report (.6).	0.60	210.00
	SLS	Review and revise citation to authorities in report (1.0).	1.00	175.00
		For professional services rendered	51.70	$8,355.00
		Previous balance		$12,432.50
		Balance due		$20,787.50

Professional Summary

Name	Hours	Rate	Amount
Bruce Campbell	8.10	350.00	$2,835.00
John Kowtun	42.20	125.00	$5,275.00
Shelly L. Skeen	1.40	175.00	$245.00

AI-7645 **16.D.**

Cause No. C-640-03-A; Hidalgo County vs Texaco
CC REGULAR

Date: 01/30/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause No. C-640-03-A; Hidalgo County vs. Texaco, Inc., a surviving subsidiary or merger between Texaco, Inc. and Chevron USA, Total Fina Elf E&P Inc., Kerr-McGee Oil & Gas Onshore, L.L.P., Shell Western E & P, Inc., El Paso
Production Oil & Gas Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2008 08:17 AM	APRV
2	Auditor's Office	Becky Morales	01/24/2008 10:36 AM	APRV
3	Ana Galvan	Anna Galvan	01/24/2008 10:46 AM	APRV
4	Purchasing Department		01/24/2008 01:06 PM	NEW
5	Court Administrator	Monica Badillo	01/24/2008 01:06 PM	APRV
Form Started By: Norma Silva			Started On: 01/23/2008 04:02 PM	
Final Approval Date: 01/24/2008				

AI-7665 **16.E.**

Claim of American Electric Power
CC REGULAR

Date: 01/30/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of American Electric Power

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2008 10:47 AM	APRV
2	Auditor's Office	Linda Fong	01/24/2008 02:57 PM	APRV
3	Purchasing Department	Marty Salazar	01/24/2008 03:35 PM	APRV
4	Court Administrator	Monica Badillo	01/24/2008 03:58 PM	APRV
Form Started By: Norma Silva			Started On: 01/24/2008 09:24 AM	
Final Approval Date: 01/24/2008				

AI-7648 **17.D.**

Cause No. C-640-03-A; Hidalgo County vs Texaco Inc.
CC REGULAR

Date: 01/30/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Information

CAPTION

Cause No. C-640-03-A; Hidalgo County vs. Texaco, Inc., a surviving subsidiary or merger between Texaco, Inc. and Chevron USA, Total Fina Elf E & P Inc., Kerr-McGee Oil & Gas Onshore, L.L.P., Shell Western E & P, Inc., El Paso
Production Oil & Gas Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2008 08:19 AM	APRV
2	Auditor's Office	Linda Fong	01/24/2008 02:56 PM	APRV
3	Purchasing Department	Marty Salazar	01/24/2008 03:34 PM	APRV
4	Court Administrator	Monica Badillo	01/24/2008 03:58 PM	APRV

Form Started By: Norma Silva — Started On: 01/23/2008 04:09 PM

Final Approval Date: 01/24/2008

AI-7666 **17.E.**

Claim of American Electric Power
CC REGULAR

Date: 01/30/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of American Electric Power

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2008 10:48 AM	APRV
2	Auditor's Office	Linda Fong	01/24/2008 02:58 PM	APRV
3	Purchasing Department	Marty Salazar	01/24/2008 03:35 PM	APRV
4	Court Administrator	Monica Badillo	01/24/2008 03:58 PM	APRV
Form Started By: Norma Silva			Started On: 01/24/2008 09:26 AM	
Final Approval Date: 01/24/2008				