AI-10894 **6.B.**

Approval of payment for parcel #3 Alamo Land & Sugar Co.Subd. - FM 907 Road Project

CC REGULAR

Date: 09/02/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: per Linda @ Auditors
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Right of Way:
Consideration and approval to purchase a certain tract or parcel of land described as parcel #3 Alamo Land & Sugar Co. Subd. - FM 907 Road Project

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1315-126-20-000-011-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Due from the state in the amount of $4,928.55.

FISCAL YEAR: **ACCT. #:** 8-1315-126-30-000-006-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Due from the state in the amount of $221.45.

Attachments

Link: parcel

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:59 AM	APRV
2	Dale Kennan	Dale Kennan	08/28/2008 11:44 AM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 04:59 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 05:14 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/29/2008 07:45 AM	APRV

Form Started By: Monica Badillo — Started On: 08/27/2008 05:31 PM

Final Approval Date: 08/29/2008

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

8-1315-126-20-000-011-0-000= 4,928.55
8-1315-126-30-000-006-0-000= 221.45
5,150.00

To: Commissioner Sylvia Handy, Pct. # 1
Attn: Noe Montez

From: Bobby Villarreal, ROW Agent
Hidalgo County Right of Way Department

5,150.00 x 95.7% = 4,928.55
5,150.00 x 4.3% = 221.45
5,150.00

Date: August 19, 2008

Re: FM 907 Road Project
Parcels # 3

INV# FM907 P#3
desc. 0.020 Acre tract Lt 12 Alamo Land & Sugar Co Subd.

Commissioner Handy,

Attached please find a copy of the unrecorded deed with signed and sealed survey metes & bounds, appraisal, tabulation of value, a 1099S form signed by Roberto & Susan Garza, and Aurora G. Rios and the settlement statement on the above-mentioned parcel. We are requesting a check in the amount of $5,150.00 paid to Roberto & Susan Garza, and Aurora G. Rios for the portion of right of way being acquired. A second check in the amount of $744.13 to Sierra Title of Hidalgo County, Inc. for Closing cost and Title Policy. Please use account 8-1315-126-20-000-0110-0. The Original deed will be held by the title company and recorded as soon as payment to the Title Company is processed.

PLEASE HOLD CHECKS SO THAT WE MAY PICK THEM UP.

Commissioners Court approved this project for acquisition through an interlocal agreement on October 30, 2007.

Should you have any questions, please call me @ (956) 283-8134.

INVOICE RECEIVED BY
Noe Montez on 8/19/08
GOODS/SERVICES RECEIVED BY:
Noe Montez on 8/19/08

Thanks,

Bobby Villarreal

Approved: Sylvia A. Handy
Sylvia Handy, Commissioner Pct. 1

Jose N. Peña, HCROW Director

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Form ROW-N-14
Rev. 8/2003
Replaces Forms D-15-11, D-15-14, D-15-141, D-15-142, ROW-N-12PT,ROW-N-14, ROW-N-141, and ROW-N-142
GSD-EPC

I certify that this is a true copy of the original document. Hidalgo County, Inc.

DEED

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **ROBERTO GARZA and wife, SUSAN GARZA and AURORA G. RIOS, a widow,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of ($5,150.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

Being 800 square feet (0.02 acre) of land more or less, situated in Hidalgo County, Texas and also being a part or portion of a tract of land out of Lot Twelve (12), Block Thirty Two (32), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, as recorded in Volume 1, Pages 24-26, Hidalgo County Map Records and conveyed to Roberto and spouse Susan Garza in a document recorded in Document No.961390, Dated April 16, 2001 of the Hidalgo County Official Records, and said 800 square feet (0.02 acre also being more particularly described by metes and bounds as follows;

SEE EXHIBIT "A" ATTACHED HERETO:

SAVE and **EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described as follows.

Grantors covenant and agree to remove the above-described improvements from said land by the N/A day of N/A, N/A, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 23rd day of June, 2008.

ROBERTO GARZA

SUSAN GARZA

AURORA G. RIOS

NOTARIZE

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me 6 day of ~~June~~ August, 2008, by **ROBERTO GARZA.**

I. BENITO RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public's Signature

NOTARIZE

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me 6 day of ~~June~~ August, 2008, by **SUSAN GARZA.**

I. BENITO RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public's Signature

NOTARIZE

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me 6 day of ~~June~~ August, 2008, by **AURORA G. RIOS.**

I. BENITO RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public's Signature

GF:3129263;NM/la

Exhibit "A"

County: HIDALGO
Highway: FM 907 (Alamo Road)
ROW CSJ: 1586-01-051
CCSJ: 1586-01-045

RECORDED BY
OFFICIAL RECORDS
2006 DEC 12 PM 12:03

Parcel 3
Property Description

Being 800 square feet (0.02 acre) of land more or less, situated in Hidalgo County, Texas and also being a part or portion of a tract of land out of Lot Twelve (12), Block Thirty Two (32), Alamo Land and Sugar Company's Subdivision as recorded in Volume 1, Pages 24-26, Hidalgo County Map Records and conveyed to **ROBERTO AND SPOUSE SUSAN GARZA** in a document recorded in Document No.961390, Dated April 16, 2001 of the Hidalgo County Official Records, and said 800 square feet (0.02 acre) also being more particularly described by metes and bounds as follows;

COMMENCING on an iron rod set on the southeast corner of said Roberto Garza, a 1.0 acre tract, THENCE as follows:

N 08° 34′ 21″ E along the West line of said Roberto and Spouse Susan Garza Tract, a distance of 156.00 feet to the South right of way Line of Ridge Road. Thence, continuing along the South right of way line of Ridge Road, N 81° 25′ 39″ W, a distance of 157.50 feet to a ½" iron rod set for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) Thence, S 53°34′21″ W, to the East right of way line of FM 907 (Alamo Road), a distance of 56.57′ feet to a ½" iron rod set with an aluminum cap, for the southwest corner of this tract;

(2) Thence, N 08°34′21″ E, in a northerly direction along the East right-of-way line of FM 907 (Alamo Road), a distance of 40.00 feet to a ½" rod set with an aluminum cap, for the northwest corner of this tract;

(3) Thence, S 81°25'39" E, a distance of 40.00' feet to the **POINT OF BEGINNING** and containing 800 square feet (0.02 acre) of land, more or less.

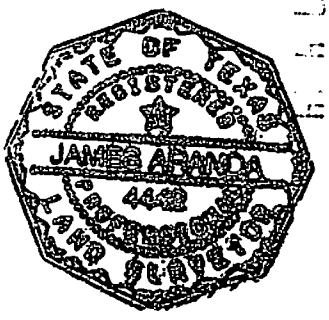
Note: The Point of Beginning of this description has coordinates of X = 1107323.9779 and Y = 16588748.9293; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.0000400;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

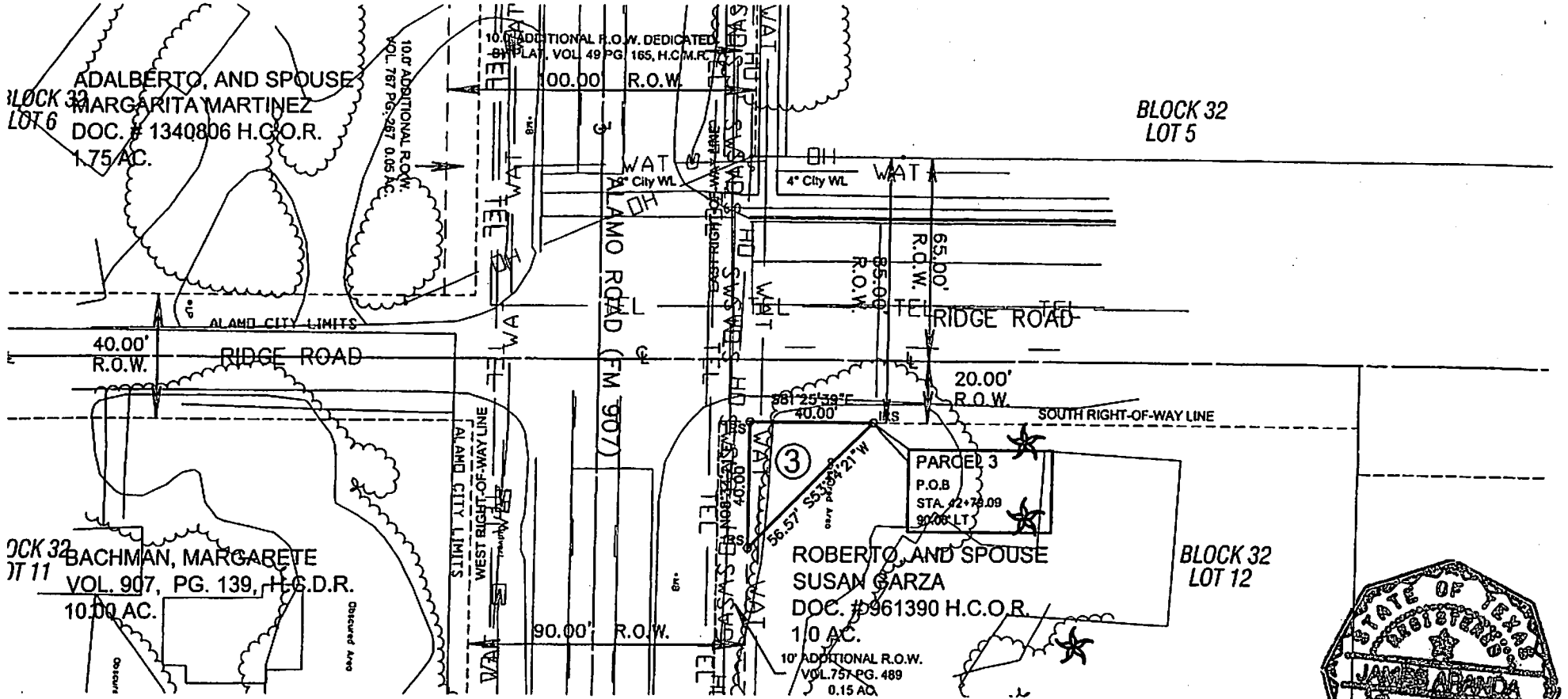
9/19/06

James Aranda, R.P.L.S. Date
Texas Registration No. 4442

R.P.L.S. SEAL



RECEIVED BY
OCT 12 2006

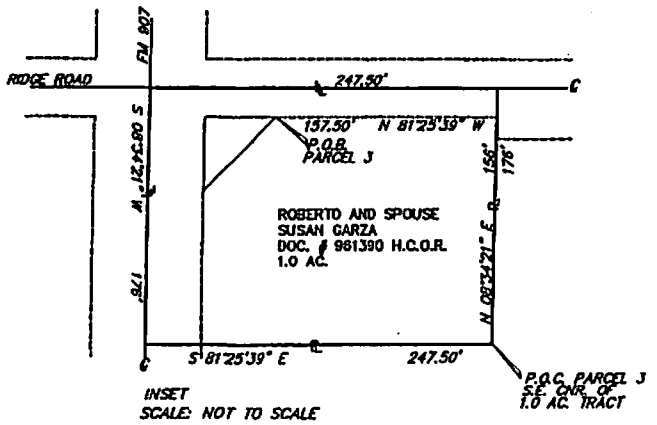


LEGEND:

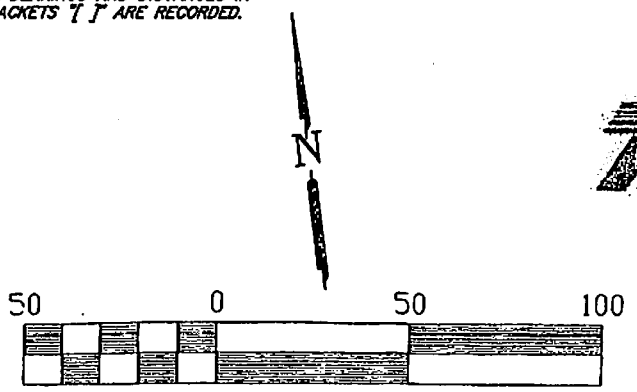
EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
PROPERTY LINE		POINT OF BEGINNING	P.O.B.
LOT LINE		BEGINNING OF PROJECT	B.O.P.
FENCE LINE		END OF PROJECT	E.O.P.
COMMON OWNERSHIP LINE		5/8" REBAR SET W/ ALUMINUM DISK	IRS
EASEMENT LINE		IRON PIPE FOUND	IP
PARCEL NUMBER	(3)	IRON ROD FOUND	IRF
EXISTING CENTERLINE		X" CUT ON CONCRETE	X
PROPOSED CENTERLINE			
CENTERLINE			
COTTON PICKER SPINDLE SET	CPS		

NOTE:

1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99996000160.
2. ALL BEARINGS AND DISTANCES IN BRACKETS "[ ]" ARE RECORDED.



INSET
SCALE: NOT TO SCALE



Scale 1" = 50'

STATE OF TEXAS
REGISTERED
JAMES ARANDA
4462
LAND SURVEYOR

A LEGAL DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT

JAMES ARANDA, R.P.L.S. DATE: 9/19/06

Prepared And Reviewed By:
ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND AERIAL MAPPING COMPANY

Texas Department of Transportation

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 3	HIDALGO
R.O.W. CSJ	**PROJECT NAME**	**DATE OF SURVEY**
1586-01-051	FM 907 (Alamo Road)	04/06-05/06
		REVISION DATE
R.O.W. ACQUISITION 800 Sq. Ft./0.02 ac		**SHEET NO.** Page 3 of 3 Pages

AI-10808 **6.C.**

2009 BUDGET UPDATE
CC REGULAR

Date: 09/02/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

2009 Budget Process:
Presentation, updates, discussion, and appropriate action and/or direction on the annual 2009 Budget Process

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/22/2008 11:15 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/22/2008 11:16 AM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 11:06 AM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 11:07 AM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/28/2008 11:20 AM	APRV

Form Started By: Monica Badillo — Started On: 08/22/2008 10:43 AM

Final Approval Date: 08/28/2008

AI-10809 **6.D.**

FEMA Reimbursements
CC REGULAR

Date: 09/02/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Hurricane Dolly:
Presentation, discussion, and appropriate action regarding disaster recovery activities related to Hurricane Dolly including. but not limited to the following:
1. Contractors (i.e. AshBritt, Beck Disaster Recovery, etc.)
2. FEMA or other agency applications for Public Assistance or other sources/avenues/methods of reimbursements

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-072-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Please see attached expenditure report.

Attachments

Link: Expenditure Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/22/2008 11:15 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/22/2008 02:31 PM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 11:08 AM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 05:13 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/29/2008 07:45 AM	APRV

Form Started By: Monica Badillo Started On: 08/22/2008 10:44 AM

Final Approval Date: 08/29/2008

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-415-00-115-072-0-339	HURRICANE DOLLY-OTHER PROFESSIONAL SERVI	.00	5,000.00	.00	.00	5,000.00	.00
8-1100-415-00-115-072-0-350	HURRICANE DOLLY-CONTRACTUAL SERVICES	.00	125,000.00	.00	.00	125,000.00	.00
8-1100-415-00-115-072-0-432	HURRICANE DOLLY-EQUIP R&M SERVICE	.00	5,000.00	1,000.00	.00	4,000.00	20.00
8-1100-415-00-115-072-0-442	HURRICANE DOLLY-EQUIP & VEHICLE RENTALS	.00	40,000.00	.00	.00	40,000.00	.00
8-1100-415-00-115-072-0-601	HURRICANE DOLLY-OFFICE SUPPLIES	.00	5,000.00	.00	.00	5,000.00	.00
8-1100-415-00-115-072-0-609	HURRICANE DOLLY-AGRICULTURAL & LANDSCAPI	.00	45,000.00	44,452.94	.00	547.06	98.78
8-1100-415-00-115-072-0-613	HURRICANE DOLLY-SAFETY SUPPLIES	.00	5,000.00	4,808.25	.00	191.75	96.17
8-1100-415-00-115-072-0-626	HURRICANE DOLLY-GAS/DIESEL	.00	150,000.00	.00	.00	150,000.00	.00
8-1100-415-00-115-072-0-630	HURRICANE DOLLY-FOOD	.00	12,500.00	2,508.88	.00	9,991.12	20.07
8-1100-415-00-115-072-0-663	HURRICANE DOLLY-SMALL TOOLS	.00	7,500.00	.00	.00	7,500.00	.00
8-1100-415-00-115-072-0-664	HURRICANE DOLLY-OTHER MINOR EQUIPMENT	.00	5,000.00	.00	.00	5,000.00	.00
8-1100-415-00-115-072-0-671	HURRICANE DOLLY-BLDG R&M SUPPLIES	.00	12,500.00	6,939.88	.00	5,560.12	55.52
8-1100-415-00-115-072-0-672	HURRICANE DOLLY-EQUIP R&M SUPPLIES	.00	37,500.00	2,838.32	.00	34,661.68	7.57
8-1100-415-00-115-072-0-673	HURRICANE DOLLY-ROAD MATERIAL	.00	20,000.00	9,536.00	.00	10,464.00	47.68
8-1100-415-00-115-072-0-679	HURRICANE DOLLY-OTHER R&M SUPPLIES	.00	130,000.00	10,061.83	.00	119,938.17	7.74
8-1100-415-00-115-072-0-681	HURRICANE DOLLY-VEHICLE R&M SUPPLIES	.00	5,000.00	283.30	.00	4,716.70	5.67
8-1100-415-00-115-072-0-684	HURRICANE DOLLY-TIRES & TUBES	.00	5,000.00	476.00	.00	4,524.00	9.52
8-1100-415-00-115-072-0-733	HURRICANE DOLLY-DRAINAGE DITCHES & STRUC	.00	35,000.00	.00	.00	35,000.00	.00
8-1100-415-00-115-072-0-748	HURRICANE DOLLY-OTHER EQUIPMENT	.00	350,000.00	.00	.00	350,000.00	.00
1100 GENERAL FUND		**.00**	**1,000,000.00**	**82,905.40**	**.00**	**917,094.60**	**8.29**
8 YEAR		**.00**	**1,000,000.00**	**82,905.40**	**.00**	**917,094.60**	**8.29**

AI-10913 **6.E.**

Appropriation of funds for Emergency Expenditures
CC REGULAR

Date: 09/02/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Declaration - Aug. 16, 2008:
Approval and authorization to appropriate $650,000.00 from General Fund unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures resulting from the widespread flooding caused by recent heavy rains (unrelated to Hurricane Dolly) as expressed in the Declaration of Disaster approved on August 16, 2008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-074-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $650,000 due to "Emergency Declaration" caused by heavy rainfall and widespread flooding.

Attachments

Link: Declaration
Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 09:19 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/29/2008 11:53 AM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Erika Reyna			Started On: 08/28/2008 03:25 PM	
Final Approval Date: 08/29/2008				

JD Salinas III
Hidalgo County Judge

DECLARATION OF DISASTER

WHEREAS, the County of Hidalgo on the 16th day of August, 2008, has suffered widespread flooding from

Recent heavy rains within the last 48 hours has caused damages to property, homes and crops. More rain is expected within the next 48 hours.

WHEREAS, the County Judge of Hidalgo County has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF HIDALGO COUNTY:

1. That a local state of disaster is hereby declared for Hidalgo County pursuant to §418.108(a) of the Texas Government Code.
2. Pursuant to §418.018(b) of the Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Commissioners Court of Hidalgo County.
3. Pursuant to §418.018(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
4. Pursuant to §418.018(d) of the Government Code, this declaration of a local state of disaster activates the county emergency management plan.
5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 19th day of August, 2008.

J.D. Salinas, III
Hidalgo County Judge

Attest:

Arturo Guajardo, Jr.
Hidalgo County Clerk

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ Phone (956) 318-2600 ★ Fax (956) 318-2699

DATE: August 28, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt for Disaster/Flooding August 16, 2008

ACCOUNT NUMBER: 8-1100-415-00-115-074-0-XXX

Contact Person: Erika G. Reyna **Ph#:** (956) 292-7025 Ext. 5414

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-115-074-0-350	DISASTER/FLOODING AUGUST 16, 2008 - CONTRACTUAL SERVICES	600,000.00
8-1100-415-00-115-074-0-679	DISASTER/FLOODING AUGUST 16, 2008 - R&M SUPPLIES - OTHER	50,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 650,000.00

REASON: To appropriate funds due to an "Emergency Declaration" caused by heavy rainfall and widespread flooding in accordance with Tx Local Govt. Code Section 111.070.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-10930 **6.F.**

Official Bond-Elections Adm.

CC REGULAR

Date: 09/02/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Elections:
1. Approval of Official Bond - Yvonne Ramon, Elections Administrator
2. Administer Oath to Elections Administrator

BACKGROUND

Fiscal Impact

Attachments

Link: bond
Link: oath

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 01:04 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/29/2008 01:05 PM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Monica Badillo			Started On: 08/29/2008 10:24 AM	
Final Approval Date: 08/29/2008				

OLD REPUBLIC
☒ Old Republic Surety Company
☐ Old Republic Insurance Company
☐ Bituminous Casualty Corporation

7610 Stemmons, Suite 400
P.O. Box 569480, Dallas, TX 75356-9480
Phone: (214) 634-1900/Fax: (214) 688-1120

OFFICIAL BOND AND OATH

LPO1135688
Bond Number

KNOW ALL PERSONS BY THESE PRESENTS:

That we, YVONNE RAMON, of MCALLEN,TEXAS 78504 as Principal, and Old Republic Surety Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the COUNTY JUDGE, HIDALGO COUNTY and/or his/her successors in the penal sum of TWENTY THOUSAND DOLLARS AND NO/100----- Dollars ($ 20,000),

for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 26th day of August , 2008 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 26th day of August , 2009 , duly Appointed (Elected - Appointed) to the office of ELECTIONS ADMINISTRATOR in and for HIDALGO County in the State of Texas, for a term of 1 year(s) commencing on the 26th day of August , 2009 .

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall FAITHFULLY PERFORMS HIS/HER DUTIES AS AN ELECTION ADMIN , then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Yvonne Ramon
YVONNE RAMON Principal

Countersigned

By: _____
Texas Resident Agent

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1941

Old Republic Surety Company
Surety
BY Rosie Bermea
ROSIE BERMEA Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of _____ } ss

Before me, _____ on this day, personally appeared _____ , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at _____ , Texas, this _____ day of _____ , 20___ .

SEAL

_____
Notary Public

_____ County, Texas

OLD REPUBLIC
Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JESSE TREVINO, ROSIE BERMEA, OF MCALLEN, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14TH day of JULY, 2006.

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 14TH day of JULY, 2006, personally came before me, JAMES E. LEE and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 01/18/2009

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5907

Signed and sealed at the City of Brookfield, WI this 24 day of August 2006

TREVINO, JESSE INS AGENCY, INC

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 22262 (3/06)

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Yvonne Ramon, do solemnly swear and affirm, that I will faithfully execute the duties of the office of Hidalgo County Elections Administration of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

_____

Affiant

SWORN TO and subscribed before me by affiant on this 02nd day of September, 2008.

_____

Signature of Person Administering Oath

_____

Juan D. Salinas, III, County Judge

AI-10932 **6.G.**

Request to delete position, create new permanent position and create temporary positions

CC REGULAR

Date: 09/09/2008
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Elections Department
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Elections:
1. Approval to delete one (1) vacant Voter Registration Specialist position, slot no. 130-001-0084 budgeted at $40,000.00 per year.
2. Approval to create one (1) permanent full-time Executive Assistant position, slot no. 130-001-0085 budgeted at $40,000.00 per year.
3. Approval to create twenty (20) temporary full-time Data Processor positions, slot no.'s 130-001-T086 through 130-001-T105 and six (6) delivery driver positions, slot no.'s 130-001-T106 through 130-001-T011 and set rate of pay for all temporary positions at $8.00 per hour.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: Job Description- Voter Registration Specialist
Link: Fiscal Note
Link: Revised Salary Schedule
Link: PARS
Link: LOT
Link: Job Description-Data Processor
Link: Job Description-Delivery Driver

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	08/29/2008 03:12 PM	APRV
2	Budget & Management	Veronica Lopez	08/29/2008 03:47 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/29/2008 04:14 PM	APRV
4	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Rosie Cantu

Started On: 08/29/2008 11:16 AM

Final Approval Date: 08/29/2008

HIDALGO COUNTY
ELECTIONS DEPARTMENT

Job Title: Voter Registration Information Technology Specialist **FLSA Status:** Non-Exempt

Dept. Code: 130 **Civil Service Status:** Non-Exempt

SUMMARY:
Under the direct supervision of the Elections Administrator. Directs, administers and assists with operational activities of the voter registration database, with extensive knowledge in working with the State voter registration database TEAM, VOTEC, state reports, deadlines for state mandated voter registration information, and overall maintenance of voter registration database.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Direct and administer operational activities involved with Voter Registration and maintaining a customer-oriented service environment;
- Determine resources needed to meet service demands in various customer access environments;
- Ensures service delivery systems comply with applicable Federal, State and Local laws;
- Direct and plan, development, coordination and implementation of annual strategic work plan to achieve organizational mission statement; stated goals and objectives;
- Evaluates and reports on performance and develops and implements quality improvements, strategically to meet demands of the public;
- Direct and administer mandated training, prioritizes, schedules and assignments, assists with staff productive and non-productive work hours, orients and trains staff;
- Assist general public, answer phone inquiries and refer calls accordingly;
- Type letters, reports and other necessary documents as requested by Elections Administrator and administrative staff
- Other duties as assigned during the election period.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:
- High school diploma or GED
- Associates degree in related field, or have a minimum of three years experience in voter registration procedures.
- Must have excellent computer skills, knowledge of spreadsheets and related software applications
- Online computer searching and internet
- Knowledge of Texas Election Code
- Bilingual – preferred

CERTIFICATES, LICENSES, REGISTRATIONS:
- Must possess a current valid Texas Motor Vehicle Operator's License
- Certification as notary public preferred.
- May be required to be bondable.

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.
- Employee must be able to work under stressful conditions.
- Employee must be able to multi-task
- Problem solving and decision-making
- Establish and maintain effective working relationships with departmental clientele, technical staff, state and local officials, elected and appointed officials, members of the media, outside agencies, other county staff and officials, and the general public
- Manage time well and perform multiple tasks, and organize activities

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually loud.

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
- standing for extended periods of time
- carrying ballot boxes which may weigh over 25 pounds
- operating assigned equipment

Maintain mental capacity which permits:
- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment
- working in a stressful 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.

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: Tuesday, September 02, 2008

Agenda Item: 10932

Summary of request/proposal:

The Commissioners Court Executive Officer/ Elections Department is requesting approval to delete one (1) vacant Voter Registration Specialist position, slot no. 130-001-0084 budgeted at $40,000.00 per year; create one (1) permanent full-time Exceutive Assistant position, slot no. 130-001-0085 budgeted at $40,000.00 per year; and create twenty (20) temporary full-time Data Processor positions, slot no.'s 130-001-T086 through 130-001-T105 and six (6) delivery driver positions, slot no.'s 130-001-T106 through 130-001-T011 and set rate of pay for all temporary positions at $8.00 per hour.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Voter Registration Specialist	0084	113	40,000.00	0.00	(40,000.00)
1100	Execitive Assistant	0085	113	0.00	40,000.00	40,000.00
1100	Data Processor	T086	121	0.00	16,640.00	16,640.00
1100	Data Processor	T087	121	0.00	16,640.00	16,640.00
1100	Data Processor	T088	121	0.00	16,640.00	16,640.00
1100	Data Processor	T089	121	0.00	16,640.00	16,640.00
1100	Data Processor	T090	121	0.00	16,640.00	16,640.00
1100	Data Processor	T091	121	0.00	16,640.00	16,640.00
1100	Data Processor	T092	121	0.00	16,640.00	16,640.00
1100	Data Processor	T093	121	0.00	16,640.00	16,640.00
1100	Data Processor	T094	121	0.00	16,640.00	16,640.00
1100	Data Processor	T095	121	0.00	16,640.00	16,640.00
1100	Data Processor	T096	121	0.00	16,640.00	16,640.00
1100	Data Processor	T097	121	0.00	16,640.00	16,640.00
1100	Data Processor	T098	121	0.00	16,640.00	16,640.00
1100	Data Processor	T099	121	0.00	16,640.00	16,640.00
1100	Data Processor	T100	121	0.00	16,640.00	16,640.00
1100	Data Processor	T101	121	0.00	16,640.00	16,640.00
1100	Data Processor	T102	121	0.00	16,640.00	16,640.00
1100	Data Processor	T103	121	0.00	16,640.00	16,640.00
1100	Data Processor	T104	121	0.00	16,640.00	16,640.00
1100	Data Processor	T105	121	0.00	16,640.00	16,640.00
1100	Delivery Driver	T106	121	0.00	16,640.00	16,640.00
1100	Delivery Driver	T107	121	0.00	16,640.00	16,640.00
1100	Delivery Driver	T108	121	0.00	16,640.00	16,640.00
1100	Delivery Driver	T109	121	0.00	16,640.00	16,640.00
1100	Delivery Driver	T110	121	0.00	16,640.00	16,640.00
1100	Delivery Driver	T111	121	0.00	16,640.00	16,640.00
				40,000.00	472,640.00	432,640.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-414-00-130-001-0-	113	ELECTIONS DEPT-	PERM F/T EMPLOYEES	-
8-1100-414-00-130-001-0-	121	ELECTIONS DEPT-	TEMP F/T EMPL	$71,005.80
8-1100-414-00-130-001-0-	211	ELECTIONS DEPT-	HEALTH INSURANCE	-
8-1100-414-00-130-001-0-	212	ELECTIONS DEPT-	LIFE INSURANCE	-
8-1100-414-00-130-001-0-	220	ELECTIONS DEPT-	FICA	$5,431.94
8-1100-414-00-130-001-0-	230	ELECTIONS DEPT-	RETIREMENT	-
8-1100-414-00-130-001-0-	250	ELECTIONS DEPT-	UNEMPLOYMENT CO	$355.03
8-1100-414-00-130-001-0-	260	ELECTIONS DEPT-	WORKER'S COMP	$298.22
			2008 Budgetary Impact	$77,090.99

2009 Budgetary Impact: $0.00

Possible Funding Sources: GENERAL FUND/ CO WIDE ADMIN-CONTINGENCY

Budget Office Recommendation:

Hidalgo Co. Budget Office

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-414-00-130-001-0
ELECTIONS

AI-10932

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	
0001	112	ELECTIONS ADMIN	$77,000.00	$0.00	$77,000.00	0.04	$3,080.00	($10,080.00)	$70,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	INFO TECH MANAGER	$57,628.00	$0.00	$57,628.00	0.04	$2,305.12	$0.00	$59,933.00	$59,933.00	$300.00	$0.00	$0.00	$0.00	$0.00	$60,233.00
0005	113	ELECTIONS SPECIALIST	$36,058.00	$0.00	$36,058.00	0.04	$1,442.32	$0.00	$37,500.00	$37,500.00	$360.00	$0.00	$0.00	$0.00	$0.00	$37,860.00
0006	113	HEAD BOOKKEEPR	$30,787.00	$0.00	$30,787.00	0.04	$1,231.00	$0.00	$32,018.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	SENIOR FIELD SERVICE SPECIALIST	$29,919.00	$0.00	$29,919.00	0.04	$1,196.76	$0.00	$31,116.00	$31,116.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,116.00
0008	113	VOTER REG ASST	$28,784.00	$0.00	$28,784.00	0.04	$1,151.36	$0.00	$29,935.00	$29,935.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$31,135.00
0010	113	ADM SEC/BKKPR	$26,389.00	$0.00	$26,389.00	0.04	$1,055.56	$0.00	$27,445.00	$27,445.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$29,245.00
0011	113	ELECTIONS SPECIALIST ASSISTANT	$25,942.00	$0.00	$25,942.00	0.04	$1,037.68	$0.00	$26,980.00	$26,980.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,980.00
0013	113	FIELD SERVICE SPECIALIST	$25,289.00	$0.00	$25,289.00	0.04	$1,012.00	$0.00	$26,301.00	$26,301.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,301.00
0014	113	DATA PROCESSOR	$21,149.00	$0.00	$21,149.00	0.047	$1,000.00	$0.00	$22,149.00	$22,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,149.00
0015	113	DATA PROCESSOR	$21,149.00	$0.00	$21,149.00	0.047	$1,000.00	$0.00	$22,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.054	$1,000.00	$0.00	$19,424.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,424.00
0017	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.054	$1,000.00	$0.00	$19,424.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,424.00
0018	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.054	$1,000.00	$0.00	$19,424.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,424.00
0019	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.054	$1,000.00	$0.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.054	$1,000.00	$0.00	$19,424.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,424.00
0021	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.054	$1,000.00	$0.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	DATA PROCESSOR	$0.00	$19,424.00	$19,424.00	0	$0.00	$0.00	$19,424.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,424.00
~~0084~~	~~113~~	~~VOTER REGISTRATION SPECIALIST~~	~~$0.00~~	~~$40,000.00~~	~~$40,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$40,000.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		TOTAL	$490,638.00	$59,424.00	$550,062.00		$21,511.80	($10,080.00)	$561,494.00	$358,479.00	$3,660.00	$0.00	$0.00	$0.00	$0.00	$362,139.00

DELETE

0084	113	VOTER REGISTRATION SPECIALIST	$0.00	$40,000.00	$40,000.00	0	$0.00	$0.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

CREATE (NEW PROPOSED POSITIONS)

0085	113	EXECUTIVE ASSISTANT	$0.00	$40,000.00	$40,000.00	0	$0.00	$0.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T086	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T087	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T088	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T089	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T090	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T091	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T092	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T093	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T094	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T095	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T096	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0

T097	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T098	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T099	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T100	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T101	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T102	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T103	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T104	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T105	121	DATA PROCESSOR	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T106	121	DELIVERY DRIVER	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T107	121	DELIVERY DRIVER	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T108	121	DELIVERY DRIVER	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T109	121	DELIVERY DRIVER	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T110	121	DELIVERY DRIVER	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0
T111	121	DELIVERY DRIVER	0	16640	16640	0	0	0	16640	0	0	0	0	0	0	0

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Elections Department

DATE: Enter Date
08/29/2008

CURRENT POSITION TITLE: Enter position Title
-

CURRENT SLOT. #: Enter current
130-001-0085

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Executive Assistant

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ **-0-** (Current Budgeted Salary) $ **40,000.00** (Proposed Budgeted Salary) $ **40,000.00** (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other NO additional funding required. Voter Registration Position to be deleted.

POSITION Type:

Full Time Employee Object 113 ☒ X
Part Time Employee Object 114 ☐
_____

Full Time Temporary Object 121 ☐
Part Time Temporary Object 122 ☐
$ _____ Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		**FLSA:**	
Exempt	☐	Exempt	☐
Non-Exempt	☒ X	Non-Exempt	☒ X

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

Part of restructuring of office personnel.

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

Under the direct supervision of the Elections Administrator, will perform a variety of functions that Require knowledge of established procedures and which may require judgment and specialized subject knowledge.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

Restructuring of office personnel/ positions to be set before Elections Administrator comes on board (preparedness).

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	8/29/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. Esther G. Cortez/apr HUMAN RESOURCES DIRECTOR	08.29.08 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	8/29/08 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Elections Department

DATE: Enter Date
08/29/2008

CURRENT POSITION TITLE: Enter position Title
Voter Registration Specialist

CURRENT SLOT. #: Enter current
130-001-0084

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
-

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion of Position

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

POSITION SALARY REQUEST:

Salary Amount: $ **40,000.00** (Current Budgeted Salary) $ **-0-** (Proposed Budgeted Salary) $ **(40,000.00)** (Net Change)

Position to be funded from one of the following: N/A

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions
$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:

Exempt [ ]
Non-Exempt [X]

FLSA:

Exempt [ ]
Non-Exempt [X]

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

Part of restructuring of office personnel. Vacant position no longer needed.

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

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

Restructuring of office personnel/ positions to be set before Elections Administrator comes on board (preparedness).

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	8/29/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez /jfr HUMAN RESOURCES DIRECTOR	08.29.08 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/29/08 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Elections Department

DATE: Enter Date
08/29/2008

CURRENT POSITION TITLE: Enter position Title
-

CURRENT SLOT. #: Enter current
130-001-T086 thru – T105

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Data Processor

20 positions

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ **-0-** (Current Budgeted Salary) $ **16,640.00 x 20 employ.** (Proposed Budgeted Salary) $ **332,800.00 (annl amt)** (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ **$8.00**

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐ $ **$8.00 x 2080 hrs. = $16,640.00 (x 20 employees)**

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
Oct. 01, 2008	**Nov. 31, 2008**	**shift**	**40**	**2mths**

CIVIL SERVICE:		**FLSA:**	
Exempt	☒	Exempt	☐
Non-Exempt	☐	Non-Exempt	☒

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

Positions crucial to increased workload attributable to the November 2008 Presidential Elections.

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

Works closely with other data processors in an effort to perform the duties of processing voter registration questions to the public and election workers. Work is performed under the immediate direction of the Elections Administrator.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	8/29/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez/mx HUMAN RESOURCES DIRECTOR	08.29.08 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/29/08 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Elections Department

DATE: Enter Date
08/29/2008

CURRENT POSITION TITLE: Enter position Title
-

CURRENT SLOT. #: Enter current
130-001-T106 thru – T111

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Delivery Driver

16 positions.

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ **-0-** (Current Budgeted Salary) $ **16,640.00 x 6 employ.** (Proposed Budgeted Salary) $ **99,840.00 (annl amt)** (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ **$8.00** Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐ $ **$8.00 x 2080 hrs. = $16,640.00 (x 6 employees)** Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Oct. 01, 2008	**Nov. 31, 2008**	**shift**	**40**	**2mths**
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		**FLSA:**	
Exempt	☒	Exempt	☐
Non-Exempt	☐	Non-Exempt	☒

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

Positions crucial to increased workload attributable to the November 2008 Presidential Elections.

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

This position will work under the direction of the Elections Administrator, and will assist the department in the transporting, maintenance, set-up, assembly, testing and inventory of all electronic and computer equipment for the office.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	8/29/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez/sfx HUMAN RESOURCES DIRECTOR	08.29.08 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/29/08 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Friday, August 29, 2008

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find ___1___ original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 10932

C.C. Date: 09/02/2008

Dept: Elections Department

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.

RECEIVED
AUG 29 2008
HUMAN RESOURCES

Human Resources Dept:

Received By: Sylvia Rios

Title: Chief Administrator

Date: 08-29-08 **Time:** 4:52

HIDALGO COUNTY
ELECTIONS DEPARTMENT

Job Title: (Temporary) Data Processor	**FLSA Status:**	**Exempt**
Dept. Code: 130-001	**Civil Service Status:**	**Exempt**

SUMMARY:
Works closely with other data processors in an effort to perform the duties of processing voter registration questions to the public and election workers. Work is performed under the immediate direction of the Election Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Interpret and read city and county map boundaries.
- Provide public assistance in responding to telephone calls, questions, and requests for information.
- Regular attendance is a must.
- Ability to work well with others.
- Perform such other duties as may be assigned.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE
- High school diploma or general education degree (GED).
- One (1) year experience.
- Computer and data entry skills.
- Bilingual is preferred.

CERTIFICTES, LICENSES, REGISTRATIONS:
- None

OTHER SKILLS AND ABILITIES
- 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 of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk, sit, use hands to

finger, handle or feel objects, tools, or controls, reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee 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 to loud.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time.
- operating assigned equipment.

Maintain mental capacity, which permits:

- making sound decisions and using good judgment.
- demonstrating intellectual capabilities.

Effectively handle a work environment and conditions, which involve:

- working closely with others.
- working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- making observations.
- reading and writing.
- operating assigned equipment.
- communicating with others.

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

ADDITIONAL DUTIES AND RESPONSIBILITY **Approved by CC 3/25/03**

- Work closely with Voter registrar to maintain accurate and update voter registration files.
- Assist the Voter Registrar Assistant with projects assigned by Elections Administrator.
- Regular attendance is a must.
- Manual filing of voter registration applications.

HIDALGO COUNTY
ELECTIONS DEPARTMENT

Job Title: (Temporary) Delivery Driver	**FLSA Status: Exempt**
Dept No: 130-001	**Civil Service Status: Exempt**

SUMMARY:
This position will work under the direction of an Elections Administrator, and will assist the department in the transporting, maintenance, set-up, assembly, testing and inventory of all electronic and computer equipment for the office.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Transportation, set-up and maintenance of the electronic voting units (DRE).
- Coordinates with Elections Staff on transportation requirements for delivery and pick up of electronic voting equipment and supplies.
- Maintains accurate inventory of deliveries of election equipment, supplies and materials such as tables, chairs, voting equipment ballot boxes, voting booths; and election kits.
- Maintains and updates division and vendor-owned fixed asset inventory records.
- Maintains inventory of serial numbers for equipment
- Knowledge of two-way-radio
- Reports issues and concerns to department head and acts upon/follows up as directed.
- Must be able to work under loud conditions, pressure and in meeting deadlines.
- Must be able to work nights and weekends, during an election period.
- Regular attendance is a must as is the ability to work well with others.
- Performs other duties as required.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, and individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED); preferred.
- Minimum of one (1) year of experience in delivery and driving a 20 footer with lift vehicle.
- Knowledge of two-way-radio
- Knowledge of Hidalgo County area

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier

OTHER SKILLS AND ABILITIES

- Ability to maintain complete and accurate records.
- Ability to read, analyze and interpret general business periodicals, technical procedures, or government regulations.
- Ability to write reports, service orders and procedure guidelines.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication and division in all units of measure.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- 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 of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity, which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- 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 departments' safety regulations;

AI-10935 6.H.

Plan of finance

CC REGULAR

Date: 09/02/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Financial Advisor:
Discussion, consideration, and approprate action on plan of finance to issue certificates of obligation and/or tax notes to fund priority County Capital Improvement Projects.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 01:57 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/29/2008 01:58 PM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Angela Garcia			Started On: 08/29/2008 01:42 PM	
Final Approval Date: 08/29/2008				

AI-10938 **6.I.**

457 Plan Hardship Requests
CC REGULAR

Date: 09/02/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on 457 Plan Hardship withdrawal request for employee # 019542.

BACKGROUND

Fiscal Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 02:30 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/29/2008 02:31 PM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Angela Garcia			Started On: 08/29/2008 02:24 PM	
Final Approval Date: 08/29/2008				

employee #01942

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Plan

Participant Na [redacted]

Address [redacted] 8537

Social Securit [redacted] **hone No.** (956) 292-7025

SECTION I – [redacted]

I understand tha [redacted] al hardship only to the extent that the amount of the withdrawal [redacted] cial need. I represent that I have obtained all distributions, oth[redacted] all other non-taxable loans currently available to me under the Plan, as well as all other pla[redacted] pany. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? NO If so what was the amount taken $_____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Sim[redacted] cessing this request.

PARTICIPANT SIGNATURE [redacted] Date 8/28/08

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-10940 **6.J.**

Cash Payment for overtime (Hurricane Dolly)
CC REGULAR

Date: 09/02/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration, and action to approve cash payment (in lieu of comp-time) to all eligible County Employees for all overtime hours worked during Federal and/or State declared disasters including overtime hours worked during Hurricane Dolly.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 02:59 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/29/2008 03:01 PM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Angela Garcia			Started On: 08/29/2008 02:41 PM	
Final Approval Date: 08/29/2008				

AI-10760 **7.B.**

County Procedures on Violent dogs
CC REGULAR

Date: 09/02/2008
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Discussion and Possible action on future legislation and county procedures on privately owned violent dogs, in order to protect injuries to residents in the county.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/26/2008 10:22 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/27/2008 05:59 PM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 10:31 AM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 11:03 AM	APRV
5	Court Administrator	Angela Garcia	08/28/2008 11:20 AM	APRV

Form Started By: Josie Escalante — Started On: 08/20/2008 04:28 PM

Final Approval Date: 08/28/2008

AI-10849 **8.A.**

membership dues

CC REGULAR

Date: 09/02/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to pay the 2008-2009 Judicial Section dues to the Texas Center for the Judiciary in the amount of $30.00 for Judge Rudy Delgado with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor .

BACKGROUND

Requisition # 138288

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-002-001-0-584

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

BUDGETARY IMPACT:

Req # 138288 in the amount of $275.00

Available balance in account as of 08-27-08 $990.00

Attachments

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/27/2008 11:56 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/27/2008 03:11 PM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 03:50 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 05:13 PM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 07:45 AM	APRV

Form Started By: Angela Garcia Started On: 08/27/2008 09:30 AM

Final Approval Date: 08/29/2008

A21 10849

2008 Judicial Section Annual Conference

TO EXPEDITE YOUR REGISTRATION,
PLEASE PRINT OR TYPE THIS FORM AS COMPLETELY AND ACCURATELY AS POSSIBLE.

Full Name Rodolfo "Rudy" Delgado Bar Card Number 05645550

Court 93rd District Court

Mailing Address 100 North Closner

City/State/Zip Edinburg Texas 78539

Phone (956) 318-2255 Fax (956) 318-2255

E-mail

Preferred First & Last Name for Badge Rudy Delgado

Spouse Attending? ☐ Yes ☐ No Guest Attending? ☐ Yes ☐ No

Spouse/Guest Preferred First/Last Name for Badge ☐ Mr. ☐ Mrs. ☐ Ms.

Special Needs: Please inform us of any special dietary needs or needs related to sight, hearing or physical mobility.

Conference & Special Event Fees

Please mail this completed form along with your payment. Make checks payable to "Conference Fund—Judicial Section." Mail to: Texas Center for the Judiciary, 1210 San Antonio, Suite 800, Austin, TX 78701 or fax to: 512-469-7664. The early registration deadline is August 22. No refunds issued after September 5. Registration cannot be processed without payment. For questions, call 512-482-8986. Registration will be closed on September 5.

	Judge	Spouse/ Guest	$ TOTAL
Judge's EARLY Registration Fee Includes Opening Reception, Chair's Luncheon, & Texas Bar Foundation Luncheon.	$175		
Judge's Late Registration Fee (after 08/23/08)	✓ $225		
2008 - 2009 Judicial Section Dues (Only if you have not already paid.)	✓ $30		
Spouse/Guest Registration Fee Includes Opening Reception		$45	
National Association of Women Judges Dinner	$65	$65	
Pre-Conference Golf Tournament			
Name Handicap			
Name Handicap	$115	$115	
Spouse/Guest Excursion: (includes transportation, tour, and lunch)		$30	
Memorial Breakfast	$33	$33	
		TOTAL	

Optional Events

Visit www.yourhonor.com to register online!

To pay your registration fee by credit card, complete the following:

☐ AMEX ☐ MasterCard ☐ Visa ☐ Discover

Credit Card # Exp.

Billing Address

Signature

CONCURRENT SESSIONS

Please check the boxes for the Concurrent Sessions you wish to attend on Tuesday, September 16.

Choose one afternoon session:

1:30 PM – 5:00 PM

☐ Law & Literature (Limited to 25)

OR

One track from each time period:

1:30 PM – 3:00 PM

☐ APPELLATE: No Evidence after *City of Keller*
☑ BEYOND THE BENCH: Making the Transition to Former, Retired, Senior Judge
☐ CIVIL: Employment Law
☐ CRIMINAL: The Death Penalty Today
☐ FAMILY/JUVENILE: Adolescent Drug Trends
☐ FAMILY VIOLENCE: The Needs of Children Exposed to Family Violence *(1.5 FV Credit)*

AND

3:30 PM – 5:00 PM

☐ APPELLATE: Collegiality in the Judiciary
☐ BEYOND THE BENCH: The Transitional Judge
☐ CIVIL: Complex and MDL Litigation
☐ CRIMINAL: Expert Witnesses, Indigent Defense, and Texas Criminal Trials
☐ FAMILY/JUVENILE: Military Issues in Family Cases
☑ FAMILY VIOLENCE: Stalking and Counter-Stalking *(1.5 FV Credit)*

For office use only
Check #
Amount $
Check Date
PM

Rq. # 138288

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **RODOLFO DELGADO**, do hereby state that my membership in the **Texas Center for the Judiciary, Judicial Section** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 8-27-08

TITLE: **93rd. District Judge**

Before me **JOEL C. ESPINOZA**, a Notary Public, appeared **RODOLFO DELGADO**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

AI-10842 **9.A.**

Colonia Construction fund
CC REGULAR

Date: 09/02/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Requesting approval of Resolution authorizing the County Judge to act as the County's Executive Officer and Authorized Representative in all matters pertaining to the County's participation in the ORCA TxCDBG Program, 2009 Colonia Construction Fund Application.

BACKGROUND

This Resolution is required as part of the County's participation in the ORCA TxCDBG Program. (See Attachments)

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/26/2008 04:17 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/27/2008 01:42 PM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 05:16 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 05:23 PM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 07:45 AM	APRV

Form Started By: Estella Webber Started On: 08/26/2008 04:12 PM

Final Approval Date: 08/29/2008

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE OFFICE OF RURAL COMMUNITY AFFAIRS FOR THE 2009 COLONIA CONSTRUCTION GRANT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

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

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

WHEREAS, it is necessary and in the best interests of the County of Hidalgo to apply for funding under the 2009 Texas Community Development Block Grant Program - Colonia Construction Fund;

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

That a Texas Community Development Block Grant Program Application for the Colonia Construction Fund is hereby authorized to be filed on behalf of the County with the Office of Rural Community Affairs.

2. That the County's application be placed in competition for funding under the Colonia Construction Fund.

3. That the application be up to $500,000 of grant funds to provide water or sewer connections and related improvements for low and moderate-income persons.

4. That the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

PASSED AND APPROVED THIS 2nd DAY OF SEPTEMBER 2008.

ATTEST:

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

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

AI-10845 **9.B.**

Amendment - Pct. #1 - City of Edcouch
CC REGULAR

Date: 09/02/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Hold Public Hearing to consider public comments on a proposed program amendment for Pct. #1 utilizing Urban County funds from Program Year 21 (2008). The amendment will transfer the Fire Station Equipment line item to delete the purchase of a Fire truck for the City of Elsa, and include the purchase of a fire truck for the City of Edcouch.

2. Consideration and Approval of an amendment to the Urban County Pct. #1 Year 21 (2008) CDBG workplan to reallocate Fire Station Equipment line item to include purchase of fire truck for the City of Edcouch, deleting the City of Elsa purchase.

BACKGROUND

Hidalgo County Precinct No. 1 is requesting approval of the Program Amendment for Program Year 21 (2008). Hidalgo County Precinct No. 1 will purchase a new fire truck for the City of Edcouch. A public hearing was held on September 2, 2008 at 9:30 am. and citizen participation requirements have been met. (See attached detailed amendment).

Fiscal Impact

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

BUDGETARY IMPACT:

Proposed budget and program amendment is utilizing Urban County funds.

Attachments

Link: Program Amendment
Link: Prct. 1- Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/27/2008 07:55 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/28/2008 01:23 PM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 05:51 PM	APRV
4	Purchasing Department	Marty Salazar	08/29/2008 08:20 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 08:32 AM	APRV
Form Started By: Estella Webber			Started On: 08/26/2008 04:27 PM	

Final Approval Date: 08/29/2008

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO 1
URBAN COUNTY PROGRAM

Published On: August 29, 2008

PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **Precinct No. 1** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget and program amendments to its Urban County Program, **Year 21 (2008).**

The Public Hearing will be held on , **Tuesday, September 2, 2008** at **9:30 A.M.** at the **Hidalgo County Commissioner's Court Room located at 100 E. Cano, First Floor, Edinburg, Texas 78539.**

Existing	Year 21 (2008) Activities	Proposed
$ 247,352.00	Fire Station Equipment	$247,352.00

The proposed amendment will **RE-ALLOCATE** Fire Station Equipment funds allocated to the Elsa Fire Station Equipment to be transferred to the Edcouch Fire Station Equipment. The funding will purchase a new fire truck for the city of Edcouch. There will be no budget change.

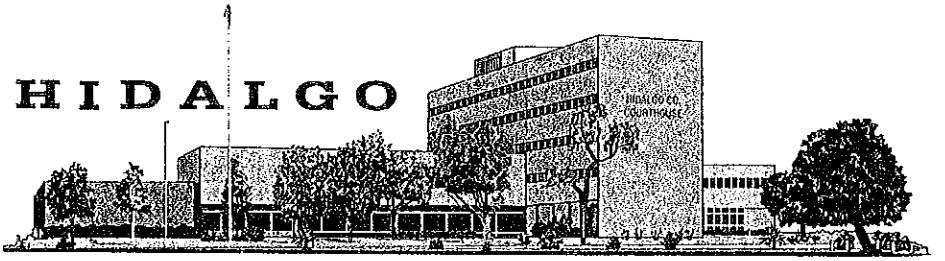
Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office at **1916 Tesoro Blvd., Pharr Texas 78577** or call **(956) 787-8127.** Written comments may be forwarded to:

Commissioner: Sylvia Handy
Hidalgo County Precinct No. 1
1902 Joe Stephens, Avenue
Weslaco, Texas 78596
(956)-968-8733

COUNTY of HIDALGO



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

August 27, 2008

Mrs. Lupita Garcia
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Fire Station Equipment Year 21 Work Plan

Dear Mrs. Garcia:

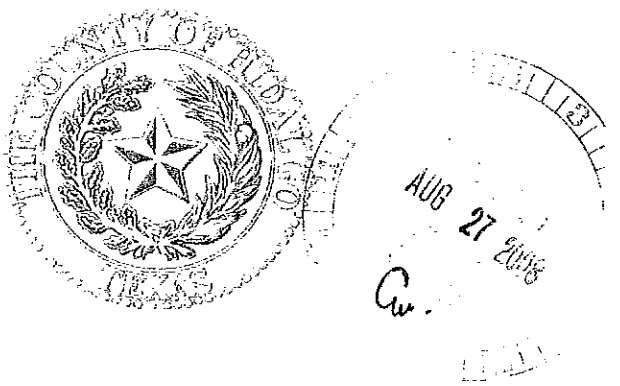
Pct. 1 is requesting a budget amendment for the Year 21 Work Plan under Fire Station Equipment. The proposed amendment will RE-ALLOCATE Fire Station Equipment funds allocated to the Elsa Fire Station Equipment to be transferred to the Edcouch Fire Station Equipment. The funding will purchase a new fire truck for the city of Edcouch. There will be no budget change.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

Joseph Palacios

Joseph Palacios
Chief Administrator, Pct. 1



AI-10843 **9.C.**

Credit reporting svcs contract - HOME
CC REGULAR

Date: 09/02/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Request approval to enter into contract with San Antonio Retail Merchant's Association (SARMA) for credit reporting services.

BACKGROUND

The Urban County Program HOME Division processes approximately seventy-five (75) applications yearly for down payment/closing cost assistance through the Home Buyer Assistance Program. As per qualifying guidelines a debt to income ratio determination must be made in order to determine the affordability for each family as it pertains to the house payment and all other outstanding monthly debt obligations. The applicant's credit report includes all information necessary in order to make this conclusion.

The UCP has requested and received verbal quotes for this type of service from three different vendors of which SARMA is the lowest bidder. (See attachments)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County funds Year 21 (2008) will be used.

Attachments

Link: Credit Reporting Services

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/26/2008 04:22 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/27/2008 02:16 PM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 05:45 PM	APRV
4	Purchasing Department	Marty Salazar	08/29/2008 10:42 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 10:44 AM	APRV

Form Started By: Estella Webber — Started On: 08/26/2008 04:19 PM

Final Approval Date: 08/29/2008

Urban County Program

Price Quotations

Vendor #1			
Name	SARMA		
Address	4121 North 10th Street, Suite 341, McAllen, TX		
Phone #	956-460-7698		
Contact	Gloria Escamilla		
Item	One Bureau - Basic Credit Report		
Pricing	*Set-up Fee*	*Yearly Fee*	*Report Fee*
	0.00	0.00	$5.50 (single or joint report)

Vendor #2			
Name	Trans Union		
Address	4121 North 10th Street, Suite 341, McAllen, TX		
Phone #	956-460-7698		
Contact	Gloria Escamilla		
Item	One Bureau - Basic Credit Report		
Price	*Set-up Fee*	*Yearly Fee (Member Fee)*	*Report Fee*
	0.00	$200.00	$3.80(single) / $7.60(joint)

Vendor #3			
Name	CRC Credit Services		
Address	3170 Fairview Park Drive, Falls Church, VA		
Phone #	(800) 871-0196 ext. 4052		
Contact	Denise		
Item	One Bureau - Basic Credit Report		
Price	*Set-up Fee plus deposit*	*Monthly Fee*	*Report Fee*
	$585.00	$100.00	$4.50 (single or joint report)

Recommendation:
I recommend awarding SARMA due to the fact that they will not charge additional fees.

Requested by: Mychelle G. Mendoza Date 8/21/08

Approved by: [signature] Date 8/21/08

SARMA
"Your Window to Information."

Customer Contract for Services & Subscriber Agreement

CORPORATE INFORMATION

Urban County Program
COMPANY NAME TO APPEAR ON CREDIT REPORTS (MAIN OFFICE)

Diana R. Serna — Director
YOUR FIRST NAME / MI / LAST NAME — TITLE

1916 Tesoro Blvd.
COMPANY ADDRESS (FOR ABOVE MENTIONED BUSINESS)

Pharr — TX — 78577
CITY — STATE — ZIP CODE

956-787-8127 — 956-787-5291
BUSINESS TELEPHONE — BUSINESS FAX NUMBER

drserna@bizrgv.rr.com — 74-6000717
E-MAIL ADDRESS — FEDERAL TAX ID NUMBER

20
BUSINESS WEBSITE — APPROX. MONTHLY VOLUME

BILLING CONTACT INFORMATION (If Different)

FIRST NAME / MI / LAST NAME — TITLE

BILLING ADDRESS

CITY — STATE — ZIP CODE

BUSINESS TELEPHONE — BUSINESS EMAIL

NATURE OF THE BUSINESS

Check applicable permissible purpose

- [x] **Underwrite a mortgage credit application**
- [ ] **Purchase of note or existing real estate loans**
- [ ] **Rental or lease application for real estate**
- [ ] **Employment**
- [ ] **Other:** _____

SARMA — $ _____
CURRENT CREDIT VENDOR — Monthly Bill

Office Building
LOCATION TYPE (HOME OFFICE, OFFICE BLDG, ETC.)

Government — 1987
TYPE OF BUSINESS (SOLE OWNER, PARTNERSHIP, CORP) — YEAR ESTABLISHED

PLEASE ANSWER THE FOLLOWING QUESTIONS:

	TRUE	FALSE
THIS COMPANY IS NOT IN THE BUSINESS OF CREDIT REPAIR	☑	☐
THE COMPANY DOES NOT PROVIDE LEGAL SERVICES	☑	☐
THE COMPANY DOES NOT CONDUCT PRIVATE INVESTIGATIONS	☑	☐

IMPORTANT!

All compliance documents are required by the credit bureaus & SARMA to have access to any credit services.

- Complete, Print, and Sign this contract.
- Include credit card information to secure account (page 7).
- Include a copy of a voided check or deposit slip.
- Include a copy of mortgage broker's license (if applicable).
- Include a copy of principal's driver's license.
- Include a copy of one of the following: Business License, Articles of Incorporation or Partnership, DBA License, Assumed Name Certificate, Statement of Conditions, Corporate Charter, Federal or State Tax ID Certificate.
- Include a copy of your current lease agreement or property tax record.
- Include a letter of intent (required by TransUnion). Must be signed, on company letterhead and include:
  - Type of business (i.e., mortgage broker, property management company, etc).
  - Reason for pulling credit (i.e., underwrite mortgage loan application, approve lease application, etc.)
  - Estimated credit report volume (i.e., $1000/month).
  - Anticipated access – primarily local, regional or national.
- Include a copy of business phone bill showing phone number, company name and address.

Fax all paperwork to 800-999-3921.
Then mail original contract & document copies to:
San Antonio Retail Merchants Association
1801 Broadway
San Antonio, TX 78215
Attn: New Account Registration

WHAT HAPPENS NOW?

1. Your paperwork is processed and the 3rd party onsite inspection will be ordered within 24 hours.
2. Prior to ordering the onsite, you will be contacted if your account requires either a deposit or a credit card for setting up as a pre-pay account.
3. Once we have received the onsite report, your account will be set up. Your principle contact person will be notified by email or phone and that person will be set up as an Administrator on the account with the ability to set up additional users within your company.

HOW TO GET SUPPORT:

PHONE: 210-224-6121 or 800-955-5238
Sales or Technical Support – extension 1
Mortgage Processing Office – extension 2
Tenant & Employment – extension 4

EMAIL:
newaccount@sarma.com – questions regarding this agreement, status of new account, etc.
mortgage@sarma.com – general mortgage support
contact@accu-profile.com – general tenant & employment support

1. The undersigned Customer hereby petitions San Antonio Retail Merchants Association ("SARMA") to render service in accordance with its customary practices, for which Customer agrees to pay promptly on billing by SARMA. All payments shall be due upon receipt of a statement for such fees. Interest shall be charged at the rate of 1.5% per month on all unpaid amounts commencing 30 days after the date of the statement. Services may be suspended without notice if payment becomes delinquent.

2. SARMA may from time to time diminish or increase the charges to Customer upon thirty days' written notice mailed or delivered to Customer at its business address and in such event Customer agrees to pay revised charges unless Customer shall terminate this agreement as hereinafter provided.

3. Customer hereby agrees, represents and warrants that it is a
➔ _____
STATE TYPE OF BUSINESS (Mortgage Broker, Property Management Company, etc.)
and in using the services of SARMA, Customer will in all respects comply with the provisions of 15 U.S.C. §1681 *et seq.* (Fair Credit Reporting Act) and that services will be requested only for the Customer's exclusive use. Customer further certifies that consumer reports will be ordered and used only in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or to review or collect an account of the consumer.

4. Customer certifies that it will request consumer reports pursuant to procedures prescribed by SARMA from time to time and only for the permissible purpose certified above, and will use the reports obtained for no other purpose. Customer shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not to disclose it to any third parties; provided, however that Customer may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, for scores obtained from Trans Union, Equifax Information Services, or Experian Information Solutions, Customer shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, except as required by law. Customer agrees that consumer reports on employees will not be requested except in the exercise of their official duties. Customer will maintain copies of all written authorizations for a minimum of Five (5) years from the date of inquiry as stated in section 618 of the FCRA and provide SARMA copies of such upon request. Customer further agrees, as requested, promptly to furnish by telephone or in writing to SARMA all required information covering transactions by the Customer and its consumers, and to indemnify SARMA, Trans Union, Equifax Information Services, Experian Information Solutions, and each of the other Customers and the officers and employees of each, jointly and severally, from any loss, damage, attorney's fees and costs arising from any claim or suit based on alleged violation of any provision of this agreement.

5. This agreement shall continue in force without any fixed date of termination, subject to cancellation by either party upon ten (10) days prior written notice mailed or delivered to the office of the other party; further subject to the right of SARMA at any time and without prior notice, to terminate this agreement in event of any federal or state law or decision which affects the economic operation of SARMA or any violation by Customer of any provision of this agreement, and further subject to the right of Customer at any time and without prior written notice, to terminate this agreement in event of increase in charges to the Customer, as provided herein.

6. No information furnished to Customer is guaranteed nor is SARMA in any way responsible for such information. SARMA shall not be responsible or liable for any loss caused by neglect or act of any of its servants, agents, attorneys, clerks or employees in procuring, collecting and communicating any information furnished by or to Customer. No promise, statement, representation or agreement made by any employee or other representative of SARMA and not expressed in this agreement shall bind it contractually or otherwise to Customer.

7. Customer agrees to fully support and implement policies that protect the confidential nature of information furnished by and through SARMA and insure respect for consumers' rights to privacy. Customer will take precautions to restrict the ability to obtain credit information to key personnel; safeguard access to credit software; safeguard access to websites where credit information can be obtained; protect Customer identification and passwords; and will properly destroy hard copies and electronic files of consumer credit information when no longer needed. SARMA has responsibility to its subscribers to keep their information strictly confidential. SARMA will not disclose or use the information other than to carry out the purposes of this agreement and then only in the ordinary course of providing the service to customer. SARMA also will not disclose such information unless permitted pursuant to applicable law.

8. Customer hereby agrees to comply with all policies and procedures instituted by SARMA and required by SARMA's consumer reporting vendors. SARMA will give Customer as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance is not within its best interest.

9. Customer agrees that SARMA and SARMA's consumer reporting vendors shall have the right to audit records of Customer that are relevant to the provision of services set forth in this Agreement. Customer further agrees that it will respond within a requested time frame for information requested by SARMA's consumer reporting vendors regarding information provided by such vendor. Customer understands that such vendor may suspend or terminate access to the vendor's information in the event Customer does not cooperate with any such an investigation.

10. (a). During the term of this Agreement, Customer agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by SARMA's consumer reporting vendors. Customer further agrees to comply with SARMA's "Access Security Requirements" attached hereto and made a part hereof. Without limiting the foregoing, SARMA may from time to time notify Customer of new additional, updated or new requirements relating to such laws, compliance with which will be a condition of SARMA's continued provision of the credit information to Customer, and Customer shall utilize training materials to train and educate its employees in proper security procedures consistent with industry standards. In addition, such new requirements might require price increases. Customer agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from SARMA and such requirements shall be incorporated into this Agreement by this reference. Customer understands and agrees that SARMA may require evidence, including a certification that Customer understands and will comply with applicable laws.

(b). Customer will implement strict security procedures designed to ensure that Customer's employees use the services and information in accordance with this Agreement and for no purposes other than as permitted by this Agreement. Customer will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to Customer's employees and customers who agree to act in accordance with the terms of this Agreement and applicable law. Customer will not forward or share information from SARMA's consumer reporting vendors with any third party. Customer will inform Customer's employees and customers to whom any credit information is disclosed of the provisions of this Agreement. Customer agrees to indemnify SARMA and its consumer reporting vendors for any claims or losses incurred by SARMA

or its consumer reporting vendors as a result of the misuse of the services or the credit information by Customer or Customer's affiliates, employees, agents, subcontractors or customers in violation of this Agreement.

11. (a). Customer shall notify SARMA of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following discovery thereof.
(b). In the event of such a breach, Customer agrees to cooperate with SARMA and with SARMA's consumer reporting vendors in any investigation relating thereto. The nature and timing of any notifications required herein shall be under the control of SARMA's consumer reporting vendors, unless otherwise required by law.

(c). For purposes of this Agreement, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(d). For purposes of this Agreement, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:
(1) Social security number.
(2) Driver's license number.
(3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(e). For purposes of this Agreement, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(f). For purposes of this Agreement, "notice" may be provided by one of the following methods:
(1) Written notice.
(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.
(3) E-mail notice when the Customer has an e-mail address for the subject persons.
(4) Conspicuous posting of the notice on the web site of the Customer.

(g). The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(h). The notification may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(i). In the event the of a breach (1) Customer shall provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft from at least one of the national consumer credit reporting bureaus, and (2) SARMA's consumer reporting vendors and SARMA may assess Customer an expense recovery fee.

12. If approved by SARMA and SARMA's consumer reporting vendors, Customer may deliver the consumer credit information to a third party, secondary Customer with which Customer has an ongoing business relationship (and with which SARMA has a customer relationship) for the permissible use of such information. SARMA's consumer reporting vendors may charge a fee for the subsequent delivery to secondary Subscribers.

13. Customer agrees that SARMA may verify, through audit or otherwise, that Customer is in fact the end Customer of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. SARMA may utilize a third party vendor to perform an on-site inspection of Customer's business, and Customer agrees to allow access to such third party.

14. Customer agrees to notify SARMA of any change of ownership or control fifteen days prior to any such change. SARMA may require the new ownership to re-apply for the services provided for herein and may require a new physical inspection in the event the office location is changed.

15. Customer hereby authorizes SARMA to provide copies of any information regarding Customer to SARMA's consumer reporting vendors.

16. Customer agrees that SARMA may monitor Customer on an ongoing basis to determine Customer's compliance with applicable law and the provisions of this Agreement. In the event SARMA determines that Customer is not in compliance with applicable law or this Agreement, Customer may immediately discontinue services under this Agreement. Customer shall remain responsible for the payment of any services provided to Customer by SARMA prior to any such discontinuance.

17. SARMA will provide, and Customer will utilize, training and training materials to Customer in order for Customer to comply with the federal Fair Credit Reporting Act and with the policies and procedures required by SARMA's consumer reporting vendors. Attached is Exhibit A (Notice to Users of Consumer Reports). The undersigned certifies that they have read the Fair Credit Reporting Act (FCRA) at http://www.ftc.gov/os/statutes/fcradoc.pdf and acknowledges their responsibilities for the use of credit reports as defined by the FCRA.

18. 15 U.S.C. 1681 *et seq.* also requires certain other responsibilities of users of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as Exhibit A to this Agreement.

19. Customer hereby acknowledges that it is not one of the businesses listed in Exhibit B.

20. Customer agrees that it will properly dispose of all consumer information. "Consumer Information", as used herein, shall mean any record (or compilation thereof) about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Customer shall comply with all applicable state laws regarding consumer credit or consumer identity protection.

21. Customer agrees to provide to every consumer applicant for employment or for the purposes of explaining their rights with regard to identity theft, the attached summaries of rights of the consumer as set forth in Exhibit C.

22. Customer agrees that the obligations of SARMA under this agreement may be assigned to a first or second tier subsidiary corporation of SARMA and thereafter the obligations of SARMA under this agreement shall be those of the assignee subsidiary. Customer will be provided written notice of such assignment no later than thirty (30) days after effective date of such assignment.

23. Customer shall pay all attorney fees, court costs, ADR fees and collection costs incurred by SARMA for collecting any delinquent account hereunder, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be paid reasonable attorney fees and court costs for trial, appeal, and/or bankruptcy or similar proceeding. In addition, any other recovery to which the prevailing party is entitled shall be paid. If client fails to pay as agreed SARMA has permission to send a draft for payment to Customer's bank. Customer agrees to pay for all additional services that may be requested through SARMA. Should litigation become necessary jurisdiction will be in Bexar County, Texas.

24. **The undersigned individual hereby personally promises and agrees to guarantee payment to SARMA of all debts incurred by Customer. In the event of non-payment of said debts, the undersigned personally agrees to pay reasonable attorney's fees and costs of suit. The undersigned also understands that by signing this agreement, SARMA has permission to pull my consumer credit report. A deposit may be required if credit history does not meet SARMA's underwriting criteria.** *(Skip only if a publicly traded company or FDIC insured)*

Guarantor Signature: _____

Printed Name: _____

Home Address: _____

Personal Telephone Number: _____

Social Security Number: _____

25. Pricing is based on the SARMA's pricing schedule and may be subject to change. The FACT Act law of 2004 requires a surcharge, (shown as FACT ACT Surcharge) of $.15 per bureau, which is included in the credit report charges. Accounts can be settled at the end of each month via check or credit card. If the credit card on file is declined or otherwise inactive, or a check is returned due to non-sufficient funds, a $30.00 reactivation fee applies.

26. SARMA offers a program to facilitate the revision of data contained in consumer credit files, in an expedient manner, thereby adjusting scores of those consumers. If Customer utilizes this service known as **"UPDATE EXPRESS"**, Customer acknowledges additional responsibilities and guidelines with respect to reports from Equifax Information Services, attached to this Agreement as Addendum A.

27. Customer agrees to the provisions of addendum A, B, and C attached hereto and made a part hereof.

28. The person signing below on behalf of customer certifies that he/she has direct knowledge of the facts herein.

29. **15 U.S.C. 1681 *ET SEQ.* PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.**

END USER CERTIFICATION OF COMPLIANCE
California Civil Code – Section 1785.14(a)

Section 1785.4(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met: Section 1785.14(a) (1) states: "If prospective **user** is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective **user** is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective **user** intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the perspective **user** verifies any address change by, among other methods, contacting the person to who the extension of credit will be mailed."

In **compliance** with Section 1785.14(a) of the **California Civil Code**, Urban County Program ("**End User**") hereby certifies to Consumer Reporting Agency as follows: (Please check)

End User ☐ (IS) ☑ (IS NOT) a retail seller, as defined in Section 1802.3 of the **California Civil Code** ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

End User also certifies that if **End User** is a Retail Seller who conducts Point of Sale transactions, **End User** will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. **End User** also certifies that it will only use the appropriate **End User code** number designated by Consumer Reporting Agency for accessing consumer reports for **California** Point of Sale transactions conducted by Retail Seller. If **End User** is not a Retail Seller who issues credit in Point of Sale transactions, **End User** agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, **End User** shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this **certification**.

Signature: _____

Printed Name: Diana R. Serna

Title: Director Date: _____

Access Security Requirements Addendum

Only companies approved as end users of San Antonio Retail Merchant's Association ("SARMA") and which have permissible purposes for obtaining consumer reports are permitted access to credit information.

It is therefore a requirement that Urban County Program (Customer) take precautions to secure its systems used to access consumer credit information. To that end, the following requirements have been established:

Your account codes and passwords must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of your account codes and passwords. The information should not be posted in any manner within your facility.

Any system access software you may use, whether developed by your company or purchased from a third party vendor, must have your account codes and passwords "hidden" or embedded so that the password is known only to supervisory personnel. Each user of your system access software must then be assigned unique logon passwords.

Your account codes and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.

The ability to obtain credit information must be restricted to a few key personnel.

Any terminal device used to obtain credit information should be placed in a secure location within your facility. Access to the devices should be difficult for unauthorized persons.

Any devices/systems used to obtain consumer reports should be turned off and locked after normal business hours, when unattended by your key personnel.

Hard copies and electronic files of consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons.

Hard copy consumer reports are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulations(s).

Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).

Both Customer and SARMA, pursuant to the Gramm-Leach-Bliley Safeguards Rule, shall independently establish safeguard standards to (1) insure the security and confidentiality of customer information, (2) protect against any anticipated threats or hazards to the security or integrity of such information, and (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customers of End User.

Vermont Fair Credit Reporting Contract Certification

This is to remind you of Vermont's Fair Credit Reporting statue, 9 V.S.A sec 2480e, and FCR rule CF 112, and to request your written certification that you are in compliance with the applicable section of this law. Vermont's statutes and rules differ from the Federal Fair Credit Reporting Act, and require a credit report user to obtain the consumer's consent prior to accessing a credit report.

The undersigned, Urban County Program ("customer") acknowledges that it subscribes to receive various information services from SARMA in accordance with the Vermont Fair Credit reporting Statue , 9V.S.A. sec 2480e (1999), as amended (the "FCRA") and its other state law counterparts. In connection with Customer's continued use of SARMA services in relation to Vermont consumers. The Customer hereby certifies as follows.

Customer certifies that it will comply with applicable provisions under Vermont Law. In particular, Customer certifies that it will order information services relating to Vermont residents that are credit reports as defined by the VFCA, only after customer has received prior consumer consent in accordance with VFCRA sec 2480e and applicable Vermont rules.

Customer Name: Urban County Program

By: _____ Diana R. Serna
Signature Printed Name

Director _____
Title Date

Compliance officer or person responsible for Credit Reporting compliance

Name: _____ Title: _____

Mailing Address: _____

_____

Email: _____

Phone: _____ Fax: _____

BANK REFERENCE

BANK NAME

PHYSICAL ADDRESS

CITY STATE ZIP CODE

BANK ACCOUNT NUMBER

BANK TELEPHONE NUMBER BANK FAX NUMBER

TRADE REFERENCE

Urban County Program
COMPANY NAME

PHYSICAL ADDRESS

CITY STATE ZIP CODE

TRADE ACCOUNT NUMBER

TRADE TELEPHONE NUMBER TRADE FAX NUMBER

- THE ATTACHED AUTHORIZATION FORM IS ALSO REQUIRED -

MORTGAGE CUSTOMERS ONLY
OPTIONAL SERVICES & SETUP PREFERENCES

Interface Preference:

- ☐ Calyx Point
- ☐ ePASS (Encompass, Contour, EllieMae, Genesis)
- ☐ Fannie Mae DU/DO
- ☐ Freddie Mac LP _____ TPO or Seller Servicer #

Additional Products:

- ☐ Trans Union's Hawk - $1/trimerge
- ☐ FACTA Disclosure Mailout to Customers - $1/report
- ☐ AVM Reports (automated valuation report)
- ☐ Flood Reports
- ☐ Other _____

OTHER CUSTOMERS

- ☐ Tenant Reports
- ☐ Employment Reports
- ☐ Other _____



BANK & TRADE REFERENCE RELEASE FORM

My company is applying for an account with the San Antonio Retail Merchants Association (SARMA). As part of the qualification process, SARMA will need to obtain a rating on our bank and trade reference. By signature below, I hereby authorize this information to be released to a representative of SARMA.

Urban County Program
COMPANY NAME

AUTHORIZED SIGNATURE

Diana R. Serna
PRINTED NAME (Full name, not initials)

DATE

- - FOR CREDIT RATING USE ONLY – DO NOT WRITE IN THIS BOX - -

BANK/TRADE NAME

ACCOUNT NUMBER

BANK

DATE ACCOUNT OPENED | RATING

CURRENT BALANCE | AVERAGE BALANCE

NATURE OF APPLICANT'S BUSINESS (if known)

VERIFIED BY | DATE

TRADE

DATE ACCOUNT OPENED | RATING

CURRENT BALANCE | HIGH CREDIT | TERMS

MANNER OF PAYMENT | CURRENT STATUS

NATURE OF APPLICANT'S BUSINESS (if known)

VERIFIED BY | DATE

Bank & Trade Reference: Please Email, Fax, Phone Or Mail The Above Information To:
San Antonio Retail Merchants Association (SARMA)
ATTN: New Account Registration
1801 Broadway
San Antonio, TX 78215
Phone: 800-955-5238
Fax: 800-999-3921
Email: contracts@sarma.com

CREDIT CARD AGREEMENT (***credit card must be provided to activate your account with SARMA)***

- Skip only if a publicly traded company or FDIC insured -

I AGREE TO USE THE CREDIT CARD BELOW TO SETTLE ALL CHARGES FOR THIS ACCOUNT ONLY WHEN MY ACCOUNT BECOMES DELINQUENT BY 45 DAYS.

☐ PLEASE CHECK HERE IF YOU WANT TO USE THE CREDIT CARD BELOW TO SETTLE ALL CHARGES FOR THIS ACCOUNT EVERY MONTH.

NAME AS IT APPEARS ON CARD

BILLING ADDRESS

CITY STATE ZIP CODE

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ ☐☐/☐☐

CREDIT CARD NUMBER EXP DATE

Security Code: _____ _____ _____ (3 digits on back of card) * We only accept American Express, MasterCard and Visa

AUTHORIZED SIGNATURE TODAYS DATE

ONSITE/SETUP FEE

Upon receipt and approval of this contract, a one-time, non-refundable onsite inspection and setup fee of $75 will be billed to my account. I understand that if I operate out of a home office, yearly 3rd party onsite inspections are required and my account will be charged an annual fee of $75. I also understand that if any changes are made to my account information (address, company name, individual responsible for this account, etc.) a 3rd party onsite inspection is required and $75 will be charged to my account.

Initial Acceptance Of Onsite/Setup Fees: _____

CONTRACT FOR SERVICES & SUBSCRIBER AGREEMENT

*** NOTE SERVICE CANNOT BE ACTIVATED UNLESS THE BELOW SECTION IS SIGNED**

The undersigned certifies that he/she has read this entire agreement, addendums, and exhibits. Undersigned agrees to comply with all requirements. Further, the undersigned promises to pay San Antonio Retail Merchants Association on demand for any and all sums, which may come due to San Antonio Retail Merchants Association. It is understood that this promise shall be continuing and irrevocable promise and indemnity for the amount owed.

This Agreement shall be governed by and construed under the laws of the State of Texas.

Dated this _____ day of _____, 20____.

Diana R. Serna

PRINTED NAME (FIRST / MI / LAST)

SIGNATURE

PHYSICAL LOCATION OF BUSINESS

HOME ADDRESS

HOME PHONE SOCIAL SECURITY

DRIVER'S LICENSE NUMBER EXP. DATE

San Antonio Retail Merchants Association

SARMA Authorized Signature

Print Name

Title

ADDENDUM A
Equifax Requirements

Customer, in order to receive consumer credit information from Equifax Information Services, LLC, through CRA agrees to comply with the following conditions required by Equifax, which may be in addition to those outlined in the Customer Service Agreement ("Agreement"). Customer understands and agrees that Equifax's delivery of information to Customer via CRA is specifically conditioned upon Customer's agreement with the provisions set forth in this Agreement. Customer understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Equifax consumer credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1. Customer hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Equifax. CRA will give Customer as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.

2. Customer certifies that it will order and use Limited-ID or Limited DTEC reports in connection with only one of the following purposes involving the subject of the report and for no other purpose: (a) to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability; (b) for required institutional risk control or for resolving consumer disputes or inquiries; (c) due to holding a legal or beneficial interest relating to the consumer; (d) as necessary to effect, administer, or enforce a transaction to underwrite insurance at the consumer's request, for reinsurance purposes or for the following purposes related to the consumer's insurance: account administration, reporting, investigation fraud prevention, premium payment processing, claim processing, benefit administration or research projects; (e) to persons acting in a fiduciary or representative capacity on behalf of, and with the consent of, the consumer or (f) as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, including location for collection of a delinquent account. Customer, if a government agency, certifies it will order and use Limited-ID or Limited DTEC in connection with the following purposes involving the subject and for no other purpose: (y) pursuant to FCRA Section 608 or (z) for an investigation on a matter related to public safety. Customer further certifies that it will, with each Limited ID or Limited DTEC inquiry, include the Exception Code required by Equifax that identifies the use for which Customer is ordering the information, and that because Limited ID and Limited DTEC reports are **not** consumer reports Customer will riot order or use Limited ID or Limited DTEC reports, in whole or in part, to determine eligibility for credit, insurance, or for any other permissible purpose, as defined by the FCRA, for which a consumer reporting agency is permitted to furnish a consumer report. Equifax may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Customers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Customer gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Paragraph 6 above. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Customer (i) unconditionally releases and agrees to hold EQUIFAX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

3. Customer certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision maker, unless approved in writing by Equifax.

4. Customer agrees that Equifax shall have the right to audit records of Customer that are relevant to the provision of services set forth in this agreement. Customer authorizes CRA to provide to Equifax, upon Equifax's request, all materials and information relating to its investigations of Customer and agrees that it will respond within the requested time frame indicated for information requested by Equifax regarding Equifax information. Customer understands that Equifax may require CRA to suspend or terminate access to Equifax's information in the event Customer does not cooperate with any such an investigation. Customer shall remain responsible for the payment for any services provided to Customer prior to any such discontinuance.

5. Equifax information will be requested only for Customer's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Customer agrees that Equifax information will not be forwarded or shared with any third party unless required by law or approved by Equifax. If approved by Equifax and authorized by the consumer, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. Customer understands that Equifax may charge a fee for the subsequent delivery to secondary users. Only designated representatives of Customer will request Equifax information on Customer's employees, and employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties. Customer will not disclose Equifax information to the subject of the report except as permitted or required by law, but will refer the subject to Equifax. Customer will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Equifax information by Customer, its employees or agents contrary to the conditions of this paragraph or applicable law.

6. Customer understands that it must meet the following criteria: (a) the Customer company name, including any DBA's, and the address on the Customer Application ("Application") and Agreement must match; (b) the telephone listing must be verified in the same company name and address that was provided on the Application and Agreement; (c) a copy of the current lease of the business must be reviewed by CRA to confirm the Customer is at the same address that is shown on the Application and Agreement, and the following pages of the lease must be reviewed for verification: the signature page; the address page; the terms of the lease page; landlord name and landlord contact information; (d) a copy of the principal's driver's license is required to verify the principal's identity; (e) a current business license must be supplied, and reflect the same name and at the same address provided on the Application and Agreement. (Contact CRA for valid substitutions when a license is not required by the state), and (f) an on-site inspection of the office is to be conducted by an Equifax certified company. **Note (c) and (d) are not required if the Customer is publicly traded on a nationally recognized stock exchange.*

7. Customer will be charged for Equifax consumer credit information by CRA, which is responsible for paying Equifax for such information; however, should the underlying relationship between CRA and Customer terminate at any time during this agreement, charges for Equifax consumer credit information will be invoiced to Customer, and Customer will be solely responsible to pay Equifax directly.

8. Customer agrees that it will properly dispose of all consumer information in accordance with the following. As used herein, "consumer information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data. "Dispose," "disposing," or "disposal" means: (1) the discarding or abandonment of consumer information, or (2) the sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored. A Customer who maintains consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. Reasonable measures include (1) implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed; (2) implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed; and (3) after due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with the above.

9. Customer agrees to hold harmless Equifax and its directors, officers, employees, agents, successors and assigns, from and against any and all liabilities, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorney's fees and costs of litigation), or liability, arising from or in any manner related to any allegation, claim, demand or suit, whether or not meritorious, brought or asserted by any third party arising out of or resulting from any actual or alleged negligence or intentional act of Customer, whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of Customer to misuse or improper access to Equifax consumer credit information by Customer or the failure of Customer to comply with applicable laws or regulations. Customer further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Equifax and releases Equifax from liability for any loss, cost, expense or damage, including attorney's fees, suffered by Customer resulting directly or indirectly from its use of consumer credit information from Equifax.

10. EQUIFAX MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING ACROPAC OR ANY OTHER MACHINERY, EQUIPMENT, MATERIALS, PROGRAMMING AIDS OR OTHER ITEMS UTILIZED BY CUSTOMER IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY CUSTOMER.

11. Fair Credit Reporting Act Certification. Customer certifies that it will order Equifax Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Customer intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or services, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv)when Customer otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (v) for employment purposes; provided, however, that CUSTOMER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS CUSTOMER HAS A SUBCRIPTION TO THE EQUIFAXPERSONA SERVICE. Customer will use each consumer report ordered under this Agreement for one of the foregoing purposes and for no other purpose. It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Equifax) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." Equifax may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Customers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Customer gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Paragraph 6 above. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Customer (i) unconditionally releases and agrees to hold EQUIFAX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

Additional Equifax Information Services

This Appendix A-2 supplements the service agreement ("Agreement") under which Customer receives, as part of its service from CRA, consumer credit report information available from Equifax Information Services LLC ("Equifax"). This Appendix contains additional information services available from Equifax, described below, that may be provided to Customer subject to the terms and conditions of the Agreement, and additional terms and conditions that apply to such additional information services. Customer's authorized representative must place his or her initials by each service listed below that Customer desires to receive. Customer agrees to abide by the additional terms and conditions that apply to the service(s) so selected.

☑ **BEACON** ☐ **Pinnacle K** ☑ **SafeScan** ☐ **PERSONA** ☑ **North American Link**

1- BEACON - is a consumer report credit scoring service based on a model developed by Fair, Isaac and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed ("Score").

2. Pinnacle - is a credit scoring algorithm developed by Fair, Isaac and Equifax that evaluates the likelihood that consumers will pay their existing and future credit obligations, as agreed, based on the computerized consumer credit information in the Equifax consumer reporting database. (a) Disclosure of Scores. Customer will hold all information received from Equifax in connection with any Score received from Equifax under this

Agreement in strict confidence and will not disclose that information to the consumer or to others except in accord with the following sentence or as required or permitted by law. Customer may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Customer's adverse action against the subject consumer. Customer must describe the principal factors in a manner which complies with Regulation B of the ECOA. (b) ECOA Statements. Equifax reasonably believes that, subject to validation by Customer on its own records, (1) the scoring algorithms used in the computation of the Score are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Score was designed particularly, and it is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the Score, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Customer must validate the Score on its own records. Customer will be responsible for meeting its requirements under the ECOA and Regulation B. (c) Release. Equifax does not guarantee the predictive value of the Score with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Customer for any damages, losses, costs or expenses incurred by Customer resulting from any failure of a Score to accurately predict the credit worthiness of Customer's applicants or customers. In the event the Score is not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the Score at no additional charge. (d) Audit of Models. Customer may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Customer will be deemed to have accepted the resulting Score and principal factors delivered. It is Customer's sole responsibility to validate all scoring models on its own records and performance (e) Confidentiality. Customer will hold all Scores received from Equifax under this Agreement in strict confidence and will not disclose any Score to the consumer or to others except as required or permitted by law. Customer may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Customer's adverse action against the subject consumer. Customer must describe the principal factors in a manner which complies with Regulation B of the ECOA. Further, Customer acknowledges that the Score and factors are proprietary and that, except for (a) disclosure to the subject consumer if Customer has taken adverse action against such consumer based in whole or in part on the consumer report with which the Score was delivered or (b) as required by law, Customer will not provide the Score to any other party without Equifax's and Fair, Isaac's prior written consent. (f) Limited Liability. The combined liability of Equifax and Fair, Isaac arising from any particular Score provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from Customer with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action. (g) Adverse Action. Customer shall not use a Score as the basis for an "Adverse Action" as defined by the Equal Credit Opportunity Action or Regulation B, unless score factor codes have been delivered to Customer along with the Score.

3. SAFESCAN®

SAFESCAN is an on-line warning system containing information that can be used to detect possible fraudulent applications for credit. Some of the information in the SAFESCAN database is provided by credit grantors. SAFESCAN is a registered trademark of Equifax. Permitted Use. SAFESCAN is not based on information in Equifax's consumer reporting database and is not intended to be used as a consumer report. Customer will not use a SAFESCAN alert or warning message in its decision-making process for denying credit or any other FCRA permissible purpose, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit or other decision. Customer understands that the information supplied by SAFESCAN may or may not apply to the consumer about whom Customer has inquired.

4. PERSONA® and PERSONA PLUS® - are consumer reports, from the Equifax consumer credit database, consisting of limited identification information, credit file inquiries, public record information, credit account trade lines, and employment information. FCRA Certification. Customer will notify Equifax whenever a consumer report will be used for employment purposes. Customer certifies that, before ordering each consumer report to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject consumer, in a written document consisting solely of the disclosure, that Customer may obtain a consumer report for employment purposes, and will also obtain the consumer's written authorization to obtain or procure a consumer report relating to that consumer. Customer further certifies that it will not take adverse action against the consumer based in whole or in part upon the consumer report without first providing to the consumer to whom the consumer report relates a copy of the consumer report and a written description of the consumer's rights as prescribed by the Federal Trade Commission ("FTC") under Section 609(c)(3) of the FCRA, and will also not use any information from the consumer report in violation of any applicable federal or state equal employment opportunity law or regulation. Customer acknowledges that it has received from Equifax a copy of the written disclosure form prescribed by the FTC.

5. North American Link

(a) Desiring to obtain credit reporting services on residents of the United States and Canada through Equifax's North American Link access mechanism, Customer understands that credit reporting services on residents of Canada will be provided from the credit reporting database of Equifax Canada Inc. Customer further understands that Equifax is merely facilitating access and receipt of credit reporting services from Equifax Canada Inc. and that Equifax has not prepared and is not responsible for the credit reporting services received from Equifax Canada Inc. (b) Further, Customer acknowledges having received and having read the attached Provincial Legislative Overview for International Customers of Equifax's "North American Link" generally describing some additional requirements of various Canadian provinces regarding the request and use of credit reporting information on residents of those provinces. Customer will comply with applicable provincial laws on consumer credit reporting or on protection of personal information (privacy), including obtaining consent if required, in connection with credit reporting services received from Equifax Canada.

ADDENDUM B
Experian Requirements

Customer, in order to receive consumer credit information from Experian Information Solutions, Inc, agrees to comply with the following conditions required by Experian, which may be in addition to those outlined in the Customer Service Agreement ("Agreement"), of which these conditions are made a part. Customer understands and agrees that Experian's delivery of information to Customer via CRA is specifically conditioned upon Customer's agreement with the provisions set forth in this Agreement. Customer understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Experian credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1. Customer hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Experian. CRA will give Customer as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.

2. Customer agrees that Experian shall have the right to audit records of Customer that are relevant to the provision of services set forth in this Agreement and to verify, through audit or otherwise, that Customer is in compliance with applicable law and the provisions of this Agreement and is fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. Customer authorizes CRA to provide to Experian, upon Experian's request, all materials and information relating to its investigations of Customer. Customer further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. Customer understands that Experian may require CRA to suspend or terminate access to Experian information in the event Customer does not cooperate with any such an investigation or in the event Customer is not in compliance with applicable law or this Agreement. Customer shall remain responsible for the payment for any services provided to Customer by CDS prior to any such discontinuance.

3. Customer certifies that it is not a reseller of the information, a private detective agency, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, asset location service, a company engaged in selling future services (health clubs, etc.), news agency, business that operates out of an apartment or a residence, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision maker, unless approved in writing by Experian.

3. Customer agrees that it will maintain proper access security procedures consistent with industry standards and that if a data breach occurs or is suspected to have occurred in which Experian information is compromised or is potentially compromised, Customer will take the following action:
a. Customer will notify CRA within 24 hours of a discovery of a breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person. Further, Customer will actively cooperate with and participate in any investigation conducted by CRA or Experian that results from Customer's breach of Experian consumer credit information.
b. In the event that Experian determines that the breach was within the control of Customer, Customer will provide notification to affected consumers that their personally sensitive information has been or may have been compromised. Experian will have control over the nature and timing of the consumer correspondence related to the breach when Experian information is involved. c. In such event, Customer will provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one (1) year, in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft, from at least one (1) national consumer credit reporting bureau. d. Customer understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the Customer (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), Customer may be assessed an expense recovery fee.

4. Customer understands that if a change of control or ownership should occur, the new owner of the Customer business must be re-credentialed as a permissible and authorized Customer of Experian products and services. A third party physical inspection at the new address will be required if Customer changes location.

5. If Customer is an authorized residential customer the following additional requirements and documentation must be supplied: (a) Experian must be notified for tracking and monitoring purposes; (b) Customer must maintain a separate business phone line listed in the name of the business; (c) a separate subscriber code for Customer must be maintained for compliance monitoring; and (d) an annual physical inspection of the office is required by Experian, for which a reasonable fee may be required.

6. Customer agrees to hold harmless Experian and its agents from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by Experian, arising out of or resulting from the use, disclosure, sale or transfer of the consumer credit information by Customer, or Customer's breach of this Agreement. Customer further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Experian and releases Experian and its agents from liability for any loss, cost, expense or damage, including attorney's fees, suffered by Customer resulting directly or indirectly from its use of consumer credit information from Experian.

7. Experian will not, for the fee charged for credit information, be an insurer or guarantor of the accuracy or reliability of the information. **EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY EXPERIAN'S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.**

8. I WILL NOT RESELL THE REPORT TO ANY 3rd PARTY.

ADDENDUM C
Trans Union Requirements

Customer, in order to receive consumer credit information from Trans Union, LLC, through CRA, agrees to comply with the following conditions required by Trans Union, which may be in addition to those outlined in the Customer Service Agreement ("Agreement"). Customer understands and agrees that Trans Union's delivery of information to Customer via CRA is specifically conditioned upon Customer's agreement with the provisions set forth in this Agreement. Customer understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Trans Union consumer credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1. Customer certifies that Customer shall use the consumer reports: (a) solely for the Customer's certified use(s); and (b) solely for Customer's exclusive one-time use. Customer shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Customer's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by Customer only to Customer's designated and authorized employees having a need to know and only to the extent necessary to enable Customer to use the Consumer Reports in accordance with this Agreement. Customer shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
2. Customer will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
3. Customer shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that Customer may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its Customer for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, Customer shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
4. With just cause, such as violation of the terms of the Customer's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Customer's agreement, Reseller may, upon its election, discontinue serving the Customer and cancel the agreement immediately.
5. Customer will request Scores only for Customer's exclusive use. Customer may store Scores solely for Customer's own use in furtherance of Customer's original purpose for obtaining the Scores. Customer shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of Customer with a need to know and in the course of their employment; (ii) to those third party processing agents of Customer who have executed an agreement that limits the use of the Scores by the third party to the use permitted to Customer and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.
6. Customer hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Trans Union. CRA will give Customer as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.
7. Customer certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Trans Union.
8. Customer agrees that Trans Union shall have the right to audit records of Customer that are relevant to the provision of services set forth in this agreement. Customer authorizes CRA to provide to Trans Union, upon Trans Union's request, all materials and information relating to its investigations of Customer and agrees that it will respond within the requested time frame indicated for information requested by Trans Union regarding Trans Union information. Customer understands that Trans Union may require CRA to suspend or terminate access to Trans Union's information in the event Customer does not cooperate with any such an investigation. Customer shall remain responsible for the payment for any services provided to Customer prior to any such discontinuance.
9. Customer agrees that Trans Union information will not be forwarded or shared with any third party unless required by law or approved by Trans Union. If approved by Trans Union and authorized by the consumer, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. Customer understands that Trans Union may charge a fee for the subsequent delivery to secondary users.
10. Trans Union shall use reasonable commercial efforts to obtain, assemble and maintain credit information on individuals as furnished by its subscribers or obtained from other available sources. THE WARRANTY SET FORTH IN THE PREVIOUS SENTENCE IS THE SOLE WARRANTY MADE BY TRANS UNION CONCERNING THE CONSUMER REPORTS, INCLUDING, BUT NOT LIMITED TO THE TU SCORES. TRANS UNION MAKES NO OTHER REPRESENTATIONS OR WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR BOTH, OF ANY AND ALL OF THE AFOREMENTIONED PRODUCTS AND SERVICES THAT MAY BE PROVIDED TO CRA. THE WARRANTY SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXHIBIT A
Notice To Users Of Consumer Reports
Obligations Of Users Under The FCRA

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. This first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (http://www.ftc.gov).

OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose. Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 of the FCRA contains a list of the permissible purposes under the law. These are:

As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
As instructed by the consumer in writing. Section 604(a)(2)
For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

B. Users Must Provide Certifications. Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

A. Users Must Notify Consumers When Adverse Actions Are Taken. The term "adverse action" is defined very broadly by Section 603 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact -- such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

1. Adverse Actions Based on Information Obtained From a CRA. If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615(a) of the FCRA to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer requests the report within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

II. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES.

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain prior written authorization from the consumer.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS.

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 of the FCRA requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation that was requested. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

IV. LIABILITY FOR VIOLATIONS OF THE FCRA.

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

EXHIBIT B
Business That Cannot Be Provided Information

Adult entertainment service of any kind

Business that operates out of an apartment or unrestricted location within a residence (unless approved by repository)

Attorneys or Law Offices of any type

Bail bondsman

Check cashing

Credit counseling

Credit repair clinic

Dating service

Financial counseling

Genealogical or heir research firm

Massage services

Company that locates missing children

Pawn shop

Private detectives, detective agencies or investigative companies

Individual seeking information for their private use

Company that handles third party repossession

Company or individual involved in spiritual counseling

Subscriptions (magazines, book clubs, record clubs, etc.)

Tattoo service

Insurance Claims

Internet Locator Services

Asset Location Services

Future Services (i.e., health clubs, timeshare, continuity clubs, etc.)

News Agencies or journalists

Law Enforcement (except for employment screening)

Any company or individual who is known to have been involved in credit fraud or other unethical business practices

Companies listed on repository alert report notifications

EXHIBIT C
Obligations Of Users When Consumer Reports Are Obtained For Employment Purposes

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

• Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.

• Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.

• Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

• **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

EXHIBIT D
Agreement For Service
North American Link
(For use by ECIS)

This will serve as an Agreement for use of the "North American Link" and is in addition to the Agreement for Service for credit reporting services between the undersigned and Equifax Information Services LLC ("EIS") dated _____. Desiring to obtain credit reporting services on residents of the United States and Canada through EIS's "North American Link" access mechanism, we understand that credit reporting services on residents of the United States will be provided from the EIS and System Affiliate credit reporting database, and the credit reporting services on residents of Canada will be provided from the credit reporting database of Equifax Canada, Inc. We further understand that EIS is merely facilitating our access and receipt of credit reporting services from Equifax Canada, Inc. and that EIS has not prepared and is not responsible for the credit reporting services received from Equifax Canada, Inc. Further, we understand and agree that our request, receipt and use of credit reporting services from Equifax Canada, Inc. are subject to the same terms and conditions set out in the above referenced Agreement for Service between us and EIS, as though set forth in a separate Agreement for Service between us and Equifax Canada, Inc. Further, we acknowledge having received and having read the attached Provincial Legislative Overview for International Customers of EIS's "North American Link" generally describing some additional requirements of various Canadian provinces regarding the request and use of credit reporting information on residents of those provinces. We will comply with applicable provincial laws on consumer credit reporting or on protection of personal information (privacy), including obtaining consent if required, in connection with credit reporting services received from Equifax Canada, Inc.

Urban County Program
COMPANY/CUSTOMER NAME

Diana R. Serna
PRINT NAME OF PERSON SIGNING

	Director	
SIGNATURE	TITLE	DATE

Please sign and return this Agreement for North American Link. The Provincial Legislative Overview below should be retained for your records.

PROVINCIAL LEGISLATIVE OVERVIEW

Canada does not have a federal statute regulating credit reporting. Instead, credit reporting regulation is provided under provincial law in the provinces of British Columbia, Saskatchewan, Manitoba, Ontario, Quebec, Nova Scotia, Prince Edward Island and Newfoundland. Not all the laws are the same, particularly regarding the rules about purging obsolete information. Additionally, some of the provincial laws require notification to the consumer when a credit report is requested (see below), but all do require post-notification regarding adverse action. And, since Canada has no similar law to the Equal Credit Opportunity Act, Canadian reports differ from U.S. reports in that no ECOA designation is listed.

All of the above named provinces, with the exception of Saskatchewan, require some form of notification to consumers that a credit report will be or has been accessed on them. Although you will want to independently review all relevant statutes, some brief synopses of the provincial credit reporting laws follows. British Columbia No person shall obtain from a reporting agency a report...(a) without the express written consent of the consumer, or (b) unless he/she promptly notifies the consumer in writing that a consumer report will be obtained. (The consent may be contained in an application for credit, insurance, employment or tenancy, if it is clearly set forth in type not less than 10 point in size, above the signature of the consumer.) Saskatchewan No pre-notification requirement, but does require post-notification. Manitoba No person shall conduct, or cause to be conducted, a personal investigation (a) without the express written consent of the subject, or (b) unless the subject is given written notice by the user, within ten days of the granting or denial of the benefit for which the subject has applied, that a personal investigation was conducted. This consent may be contained in an application for credit, insurance, employment or tenancy if clearly set forth in type not less than 10 point size above the subject's signature, and the consent shall be deemed to be continuing during the term of any agreement for credit, insurance, employment or tenancy; but, if the user refuses any application for increase of any benefits under any such agreement the user shall give notice of any partial or complete denial of such application as required under law. Ontario Where a person proposes to extend credit to a consumer, and a consumer report containing credit information only is being or may be referred to in connection with the transaction, he/she shall give notice of the fact to the consumer in writing at the time of the application for credit; or, if the application is made orally, orally at the time of the credit application. Quebec Since January 1, 1994, the Act Respecting the Protection of Personal Information in the Private Sector imposes various obligations upon companies which conduct business in Quebec with regard to collecting, using and communicating personal information, including credit information. Moreover, this Act prohibits any company from sending credit information held in Quebec about persons residing in Quebec to third persons without consent from the persons concerned or in circumstances set forth in the Act. Therefore, before obtaining any credit information from the North American Link concerning a person residing in Quebec, the member must obtain the specific consent of the consumer or be able to prove that one of the exceptions set forth in the Act applies (Sections 18 and 23). The member must also use this information only for the specific purpose consented to by the consumer or as otherwise authorized by the Act. Nova Scotia No person shall procure or cause to be prepared a consumer report...(a) without the express written consent of the consumer, or (b) unless he/she notifies the consumer in writing that a consumer report has been or will be requested, and advises him/her not later than ten days after the report has been requested of the consumer reporting agency's name and address. This notice and consent may be contained in an application for credit, insurance, employment or tenancy if clearly set forth in type not less than 10 point in size above the signature of the consumer. Prince Edward Island No person shall procure from the consumer reporting agency, or cause it to prepare, a consumer report... unless he/she notifies the consumer of that fact before the report is requested, or he/she has already obtained the consumer's consent. Newfoundland Requires notification for reports containing "personal" information (investigative consumer reports), which would not include credit reports. However, the Act provides that, where the credit risk of a consumer is being assessed by any person, that person shall, upon request of the consumer, inform the consumer if a credit report has been obtained and of the name of the consumer reporting agency supplying the report. Please be aware that this information is provided for information purposes only and is not intended to be, nor should it be used or construed as, legal advice.

SECURITY ADDENDUM

I understand that the following is strongly recommended for security purposes:

- Company information security policy.
- Information security officer on staff.
- Independent security consultant for computer security
- Notification to all employees to use extreme caution when downloading files or surfing the Internet.
- Regular employee information security training.
- Static public IP address issued by your Internet Service Provider (ISP).
- Properly configured hardware based firewall.
- Properly configured software based firewall.
- Coordinator in charge of compliance with the Gramm-Leach-Bliley (GLB) Act Safeguards Rule (http://www.ftc.gov/privacy/glbact).
- Strong passwords (at least eight characters long).
- Changing of passwords on a regular basis.
- Encryption of sensitive customer information when it is transmitted electronically
- Weekly scanning of all computers with anti-virus software
- Remove former employee user access promptly
- When using a wireless network, implement wireless encryption (WEP or WPA)

How many employees are in your office? _____
Do your employees log into your network from home or other remote locations? ☐ Yes ☐ No
What Loan Origination Software do you use? _____
How many desktop computers are in your office? _____
How many laptop computers are in your office? _____
Who is your Internet Service Provider? _____
Signature: _____
Printed Name: Diana R. Serna
Title: Director
Company Name: Urban County Program
Date: _____

Below is a sample letter that includes the required information for your Letter Of Intent.
This letter must be on your company letterhead.

LETTER OF INTENT

Date:

(Company Name) operates as a (type of business, i.e., mortgage broker, property management company, etc). We will be utilizing the services of SARMA for the purpose of (your permissible purpose, i.e., underwriting mortgage applications, approve lease applications, etc).

We anticipate our access to be primarily (local, regional, nationwide).

We anticipate our monthly usage to be approximately (quantity or dollar amount).

We understand that we may not access consumer credit data for any reason other than the purpose stated above.

Sincerely,

_____
Signature of Owner or Corporate Officer

_____
Printed Name and Title

AI-10844 **10.A.**

Grant Application- Operation BorderStar V
CC REGULAR

Date: 09/02/2008
Submitted By: Joel Rivera, CONSTABLE PCT. #1
Submitted For: Joel Rivera
Department: CONSTABLE PCT. #1
Agenda Area: Constables

Information

CAPTION

Constable Precinct No. 1:
Requesting authorization to apply for Operation BorderStar V Grant from The Texas Governor's Division of Emergency Management.

BACKGROUND

No in-kind match
100% reimbursement for over-time salary and fuel
1 year grant application period from August 16, 2008 through August 15, 2009

Projected costs were done in association with Auditor's Office.

Fiscal Impact

Attachments

Link: app1
Link: app2
Link: app 3
Link: app 4
Link: app5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/27/2008 07:55 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	08/29/2008 03:06 PM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Joel Rivera			Started On: 08/26/2008 04:23 PM	
Final Approval Date: 08/29/2008				

LOCAL BORDER SECURITY PROGRAM FY08 (LBSP-08)
APPLICATION

1. APPLICANT NAME (Jurisdiction):
HIDALGO COUNTY CONSTABLE PRECICNT 1

2. COUNTY:
HIDALGO COUNTY

3. TYPE: ☐ City Government
X County Government

5. REQUESTED PERIOD OF PERFORMANCE (NOT TO EXCEED AUGUST 15, 2009)

AUGUST 16, 2008 THROUGH AUGUST 15, 2009

6. CHECKLIST OF APPLICATION ATTACHMENTS:
(See the Local Border Security Program FY08 (LBSP-08) Guide for information on completing these forms.)

☐ Designation of Grant Officials (Form A-2).
☐ Application for State Assistance (Form A-3). The Authorized Official must sign this form.
☐ Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
☐ Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
☐ Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.

7. CERTIFICATION

This Application, together with the Local Border Security Program FY08 (LBSP-08) Guide, constitutes the work plan for the participants listed above. The undersigned agree to comply with all terms, conditions, and statements of work in the Local Border Security Program FY08 (LBSP-08) Guide.

Authorized Official (Original Signature)	Date	Grant Performance Officer (Original Signature)	Date

8. APPROVAL: The attached application is approved.

☐ Chief
☐ State Coordinator of Preparedness and Operations

Date

Mail completed forms and application materials to:

LBSP-08 Program Administrator
Operations Section
Governor's Division of Emergency Management
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0224

LOCAL BORDER SECURITY PROGRAM FY08 (LBSP-08)
DESIGNATION OF GRANT OFFICIALS

GRANT:	**LOCAL BORDER SECURITY PROGRAM FY08 (LBSP-08)**

GRANT PERIOD:	**AUGUST 16, 2008 THOUGH AUGUST 15, 2009**

AGENCY NAME:	**HIDALGO COUNTY CONSTABLE PRECICNT 1**

Grant Performance Officer	
Name	**BLANCA IRIS SANCHEZ**
Title	**CHIEF DEPUTY CONSTABLE**
Official Mailing Address	1902 JOE STEPHENS AVE., SUITE 303 WESLACO, TEXAS 78596
Daytime Phone Number	**956-447-3775**
Fax Number	**956-447-8614**
E-mail Address	**Blanca.sanchez@co.hidalgo.tx.us**

Grant Financial Officer	
Name	**RAYMUNDO EUFRACIO**
Title	**CPA, HIDALGO COUNTY AUDITOR**
Official Mailing Address	2808 S. BUSINESS HIGHWAY 281 EDINBURG, TEXAS 78539
Daytime Phone Number	**956-318-2511**
Fax Number	**956-318-2577**
E-mail Address	**hidalgoauditors@auditor.co.hidalgo.tx.us**

Authorized Official *	
Name	**J.D. SALINAS**
Title	**HIDALGO COUNTY JUDGE**
Official Mailing Address	100 E. CANO 2nd FLOOR EDINBURG, TEXAS 78539
Daytime Phone Number	**956-318-2600**
Fax Number	**956-318-2699**
E-mail Address	**Jd.salinas@hidalgocountyjudge.com**

* An individual authorized to execute contracts on behalf of a jurisdiction or local law enforcement agency.

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

1. **NAME OF PROGRAM/ ASSISTANCE:**	2. **APPLICANT STATUS:**
Enter "Local Border Security Program FY08	☐ City x County
3. **START DATE:** **AUGUST 16, 2008**	4. **END DATE:** **AUGUST 15, 2009**

5. **APPLICANT INFORMATION**

a. Legal Name of Applicant Organization (as it appears on the LSBP-08 Application/Form A-1):	b. Name & Telephone Number of Grant Performance Officer:
HIDALGO COUNTY CONSTABLE PRECINCT 1	956-447-3775
c. Mailing Address: 1902 JOE STEPHENS AVE., SUITE 303 WESLACO, TEXAS 78596	d. Physical Address (if different from Mailing Address):

6. **EMPLOYER IDENTIFICATION NUMBER / TAX ID #**

746000717

7. **ESTIMATED EXPENSES:**

a. Salary & Benefits (from line ___ Form A-4)	281,577.96
b. Travel Expenses (from line ___ Form A-4)	0.00
c. Operating Expenses (from line ___ Form A-4)	61,425.00
d. Total Expenses (A + B + C)	343,002.96

8. **CERTIFICATION**: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

a. Typed Name of Authorized Official:	J.D. SALINAS
b. Title of Authorized Official:	HIDALGO COUNTY JUDGE
c. Original Signature of Authorized Official:	
d. Date Signed:	

INSTRUCTIONS FOR FRONT SIDE OF THIS FORM

1. Except as indicated below, entries are self-explanatory.
2. Item 1: Enter “Local Border Security Program FY08”.
3. Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the LBSP-08 Program Application (Form A-1).
4. Item 7: The data in this section should agree with the information included on the Financial Cost Estimate (Form A-4).
5. Item 8 a, b, & c. This form must be signed by an Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction. Authorized Officials are County Judges, Mayors, and many City Managers – ***not*** Sheriffs or Chiefs of Police.

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY08

2. APPLICANT NAME: HIDALGO COUNTY CONSTABLE PRECINCT 1

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Retirement 8.78%	Worker Comp/Uempl. Comp 5.06%	Total Salary & Fringe
CHIEF	1	$23.6803	$35.5205	8	10	$2,841.64	$217.39	$249.50	$143.79	$3,452.32
SR DEPUTY	4	$21.5274	$32.2911	8	10	$10,333.15	$790.49	$907.25	$522.86	$12,553.75
DEPUTY II	2	$18.9087	$28.3631	8	10	$4,538.10	$347.16	$398.45	$229.63	$5,513.34
ADMIN	1	$13.3442	$20.0163	8	10	$1,601.30	$122.50	$140.59	$81.03	$1,945.42
								Total Personnel Estimates		**$23,464.83**

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	7	125	10	$0.585	**$5,118.75**
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	**$5,118.75**

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: **12**

5. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$281,577.96
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$61,425.00
Total Expenses	**$343,002.96**

Form A-4
(01/08)

State of Texas Assurances and Certifications
State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
HIDALGO COUNTY CONSTABLE PRECINCT 1	Local Border Security Program FY08 (LBSP-08)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the applicant, I hereby certify that the applicant (subgrantee) will comply with the assurances and certifications below.

J.D. SALINAS	HIDALGO COUNTY JUDGE
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

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

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

(3) OPEN MEETINGS. A subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

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

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the subgrantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Section __.36 for additional guidance on contract provisions).

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

(9) TAXES. Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

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

(13) LEGAL AUTHORITY. The applicant has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper

accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN. The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. **LOBBYING – The applicant certifies that:**
   A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Division of Emergency Management to obtain the appropriate disclosure form.
   C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

AI-10833 **11.A.**

Appointment

CC REGULAR

Date: 09/02/2008
Submitted By: Sandra De Leon, COUNTY JUDGE
Submitted For: Raul Lozano
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Appointment of member representative and alternate to the Amigos del Valle Board of Directors.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/26/2008 01:48 PM	APRV
2	Erika Reyna	Erika Reyna	08/27/2008 09:09 AM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 11:26 AM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 03:38 PM	APRV
5	Court Administrator	Angela Garcia	08/28/2008 03:54 PM	APRV

Form Started By: Sandra De Leon Started On: 08/26/2008 01:16 PM

Final Approval Date: 08/28/2008

Amigos Del Valle, Inc.

1116 N. Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-2210

"CELEBRATING 34 YEARS OF SERVICE"

BOARD OFFICERS
CARLA M. RODRIGUEZ
Grant Administration Director, McAllen
President
EMILIO VERA, JR.
County Commissioner, Willacy County
Vice President
VICTOR G. TREVINO
City Manager, City of San Benito
Secretary
MINNIE MARTINEZ
Cameron County
Treasurer
JOEL QUINTANILLA
Mayor, City of Mercedes
Immediate Past President

BOARD MEMBERS
EDWARD C. CAMARILLO
City Commissioner, Brownsville
P. R. AVILA
City Manager, Donna
NOE GARZA
City Commissioner, Edinburg
LARRY GALBREATH
City Commissioner, Harlingen
HECTOR "TITO" PALACIOS
County Commissioner, Hidalgo County
AIDA LERMA
Public Relations Director, Mission
OSCAR ELIZONDO, JR.
City Commissioner, Pharr
MARY GUTIERREZ
City Commissioner, Raymondville
BOB GARZA
City Commissioner, San Juan
ELOY R. ALANIZ
Volunteer, Weslaco
IRMA R. GARCIA
Banking / Finance
VACANT
Member-At-Large, Cameron County
VACANT
Member-At-Large, Hidalgo County
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR

JOSE EMANUEL GARZA

July 9, 2008

Judge J. D. Salinas
County Of Hidalgo
P. O. Box 1356
Edinburg, TX 78539

Honorable Judge Salinas:

Our agency continues to need and depend on your County's active participation in our Board of Directors through your appointed Board Representative and Alternate. Thus, this is to request your County's appointment of your Representative and Alternate to our Fiscal Year 2008-09 (October 1, 2008 – September 30. 2009) Board of Directors by no later than Monday, September 1, 2008. Please submit your appointments' names and their respective elected positions and/or job titles, as applicable, in writing to Lydia Watson, Agency Administrative Assistant, at our Administration Office by no later than Wednesday, September 3, 2008.

Please be assured that we are very grateful for your County's thirty-four (34) year commitment and involvement with our agency as a member of our Board of Directors.

Enclosed please find a copy of our agency's By-Laws for your information. If you have any questions, please call me at your convenience at (956) 581-9494, Extension 106.

Sincerely,

Jose E. Garza
Executive Director

cc: Hector "Tito" Palacios, Commissioner, County of Hidalgo

NCLR
A PROUD AFFILIATE OF THE NCLR

NeighborWorks®
CHARTERED MEMBER

withdrawing member and the Board cannot resolve such grievances within 30 days after presentation of the resolution, then the member shall be permitted to withdraw. In the event any member voluntarily withdraws, all corporation services and functions to such member shall be terminated 30 days after the effective date of such withdrawal unless other arrangement are made between the withdrawing member and the Board to retain certain services.

B. **INVOLUNTARY TERMINATION**

Any member who fails to pay membership fees in accordance with Article XIII-B stated herein may be automatically terminated as a member without further action of the Board. Upon involuntary termination, a member loses all rights and privileges associated with membership including the right to appoint a Representative and Alternate to the Board. Designated Representatives and Alternates of such member lose the right to participate or vote in Board meetings, and the right to hold office.

Upon involuntary termination, all corporation services and functions to such member shall be terminated 30 days after the effective date of termination, unless the Board, by majority vote, decides to retain certain services.

ARTICLE VII

BOARD OF DIRECTORS:

A. **COMPOSITION**

The Board of Directors shall be composed of the duly appointed Representatives and Alternates from the membership, Members-at-large, Members Emeritus, and Banking/Finance Members.

Representatives and Alternates shall be designated as follows:

In August of each year, each member of Amigos Del Valle, Inc. shall appoint a community representative to serve on the Board as its Representative. The term of appointments shall be for one year. An appointed Representative to the Board may serve successive terms without limitation. The Representative serves at the pleasure of the appointing member. Each member shall also appoint an Alternate to the Representative. The Alternate shall also be a community representative of the member governmental entity. Alternates shall serve a one year term consistent with the member's Representative. In selecting the Representative and Alternate, the member commission should give consideration to the ability of the person appointed to attend Board meetings and complete a full term. Each member shall notify the Board of Directors by a resolution or letter of the names of their Representative and Alternate on or before August 31st of each year. Representatives missing three (3) consecutive Board meetings or six (6) Board meetings during the fiscal year shall be reported to the appointing member's commission by the Board. If no just cause exists for the absence of the Representative from such meetings, the member shall immediately name a replacement Representative and notify the Board. Vacancies on the Board during the course of the year shall be filled in the same manner as a prescribed for appointment of the original Representative or Alternate.

In addition to the Representatives and Alternates designated by the member entities, the membership of the Board may also include Members Emeritus. Members Emeritus must meet the following requirements.

1. **Have been a Representative or Alternate of the Board for at least five (5) years.**

AI-10911 **11.B.**

Edinburg TIRZ #1 Board Member Appointment
CC REGULAR

Date: 09/02/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

Appointment of one board member to represent the County of Hidalgo on the City of Edinburg's Tax Increment Reinvestment Zone #1 Board of Directors.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No funding necessary.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 02:34 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/28/2008 03:46 PM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 04:32 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 05:25 PM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 07:46 AM	APRV

Form Started By: Erika Reyna — Started On: 08/28/2008 02:18 PM

Final Approval Date: 08/29/2008

AI-10836 **12.A.**

Planning Department

CC REGULAR

Date: 09/02/2008
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. Preliminary Approval
   a. Ash Subdivision Pct. 1 (Roger Beethel)
   b. Villegas Subdivision Pct. 4 (Carlos Villegas)

2. Final Approval
   a. Re-subdivision of Lot 1, Texas Valley Pct. 3 (Julio Rodriguez)
   b. Jo-Jo Subdivision Pct. 3 (Jose Guzman)
   c. Sunset Valley Subdivision Pct. 1 (Jose Sandoval)
   d. Franco Reyes Acres Subdivision Pct. 4 (Ramon Reyes)
   e. Lantana Ranch Subdivision Pct. 3 (Hector Cortez)
   f. Hutton No. 7 Subdivision Pct. 3 (Karen Hutton)

3. Final Approval with Financial Guarantee
   a. Hacienda Don Damacio Subdivision Pct. 1 (Joe Martinez)
   b. Country View Estates Subdivision Pct. 1 (Sandoval Development)

4. Reimbursement of a Cash Deposit
   a. Valdez Acres Subdivision Pct. 4

BACKGROUND

Fiscal Impact

Attachments

Link: Ash - Preliminary
Link: Ash;Plat
Link: Villegas - Preliminary
Link: Villegas;Plat
Link: Resubd of Texas Valley - Final
Link: Resub of Texas Valley;Plat
Link: Jo Jo Subd. - Final
Link: JoJo;Plat
Link: Sunset Valley - Final

Link: Sunset Valley;Plat
Link: Franco Reyes - Final
Link: Franco Reyes;Plat
Link: Lantana Ranch - Final
Link: Lantana Ranch;Plat
Link: Hutton 7 - Final
Link: Hutton 7;Plat
Link: Hacienda Don Damacio - Final
Link: Hacienda Don Damacio;Plat
Link: Country View - Final
Link: Country View;Plat
Link: Valdez Acres - Reimburse

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/26/2008 03:54 PM	APRV
2	Dale Kennan	Dale Kennan	08/28/2008 08:20 AM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 02:51 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 03:39 PM	APRV
5	Court Administrator	Angela Garcia	08/28/2008 03:54 PM	APRV

Form Started By: Nora Cavazos Started On: 08/26/2008 02:55 PM

Final Approval Date: 08/28/2008

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: September 2, 2008

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

Ash Subdivision is a thirteen (13) lot subdivision located on the South east corner of Mile 12 North & Victoria 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 January 30, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty five (35) feet on Victoria Road and twenty (20) feet on Mile 12 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Victoria Road.

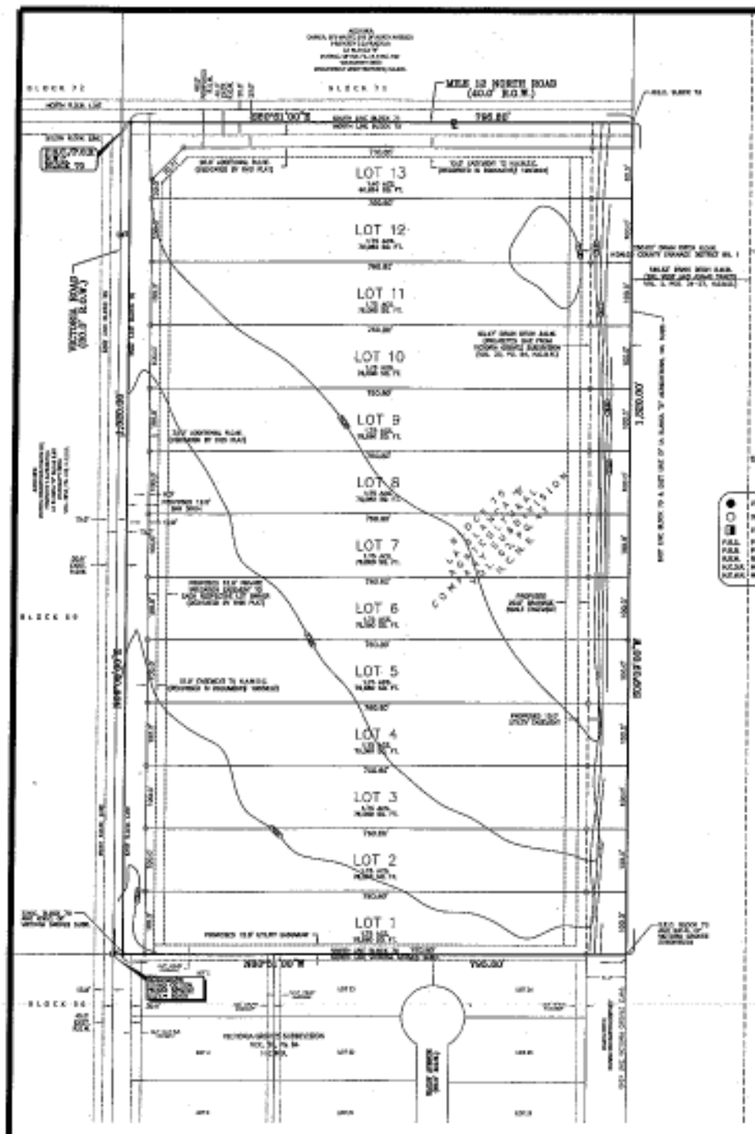
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 26, 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: **Ash 2nd Review** **Page** 1 of 1

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	Initials
		07-17-08	JRT
A	**1ST SHEET COMMENTS:** Minimum lot width frontage for lot 13 should be at 70 feet.		
B	Turn off notation layer for the proposed 12' bar ditch.		
C	PLAT NOTES: 1] Provide corner side setback for lot 13 to be at 10 feet. 3] Delete description inside parenthesis because it does not apply to this subdivision. 10] Provide name of owner (person) of subdivision.		
D	METES & BOUNDS: Verify 1st callout because M&B describe that an iron rod was set for the northeast corner of this tract when as per the drawing you show property corner inside drainage ditch canal. If a monuments were not able to set or found for the northeast and southeast corners of this tract pleasem, label the fallowing; *"unable to set or find monument, property corner falls inside existing drainage ditch canal"*		
E	**2ND SHEET COMMENTS:** HCROW waterline crossing permit is required for mile 12 North Road.		
F	Please replace the last paragraph of the final water engineering report with the fallowing. *"Upon request by the lot owner, N.A.W.S.C. will promptly install at no charge the water meter for that lot. The entire water facilities have been approved and accepted by N.A.W.S.C. and said distribution system is operable as of the date of the recording of the plat."*		
G	All modification on water and sewage engineering report need to reflect in the Spanish version.		
H	**3RD SHEET COMMENTS:** Submit the approved discharge permit from HCDD#1 and Donna Irrigation District.		
	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.		



ASH SUBDIVISION

HIDALGO COUNTY, TEXAS.

BEING A 24.11 GROSS ACRE (23.63 GROSS ACRE) TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF BLOCK 70, LA BLANCA "B" AGRICULTURAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGE 32, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

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

ASH SUBDIVISION IS LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF MILE 12 NORTH ROAD AND VICTORIA ROAD. ACCORDING TO THE OFFICIAL MAP ON THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (ORDINANCE 1534-05), ASH SUBDIVISION DOES NOT LIE ADJACENT TO OR CONFORMING WITH THE 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:	GARCREST INVESTMENTS, LLC ROGER BECHEL, PRESIDENT	3410 PASEO DEL LAGO	PALMHURST, TEXAS 78573	(956) 599-9552	(956) 377-5267
ENGINEER:	DAVID D. SALINAS	2321 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 606-1489
SURVEYOR:	DAVID D. SALINAS	2321 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 606-1489

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 to North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, 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, relocate 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 be fifteen feet (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 herein 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 the 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 relocating railroads said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 100' 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 pipelines referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-mentioned lands and that said lands are free and clear of all encumbrances and liens except the following. This easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for as long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for as long as the Grantee owns it, whichever is longer.

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

_____
DEVELOPER

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
FRONT ——— 40.00' OR GREATER FOR EASEMENTS.
REAR ——— 20.00' OR GREATER FOR EASEMENTS.
SIDE ——— 6.00' OR GREATER FOR EASEMENTS.

2. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATIONS: ZONE "C" (SHADED) & ZONE "X" (NO SHADING)
ZONE "C" (SHADING): AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
ZONE "X" (NO SHADING): AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY PANEL NO. 480334 0450 C
EFFECTIVE DATE JUNE 6, 2000 - REVISED TO REFLECT LOMR DATED MAY 30, 2003.
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, 2003 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR DESIGNATES NO AREAS WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREAS OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).

3. GROUNDS FINISH FLOOR NOTE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS SUBDIVISION SHALL BE DESIGNED TO DRAIN AN AREA OF 23.63 GROSS ACRES AT A RATE OF 0.00 CFS PER ACRE. THE DRAINAGE SYSTEM IS ACCORDANCE WITH THE DRAINAGE CRITERIA MANUAL AND SHALL BE DESIGNED FOR A 100 YEAR STORM EVENT. THE DRAINAGE SYSTEM SHALL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON THIRD SHEET FOR DRAINAGE DETENTION.

4. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS SUBDIVISION SHALL BE DESIGNED TO DRAIN AN AREA OF 23.63 GROSS ACRES AT A RATE OF 0.00 CFS PER ACRE. THE DRAINAGE SYSTEM IS ACCORDANCE WITH THE DRAINAGE CRITERIA MANUAL AND SHALL BE DESIGNED FOR A 100 YEAR STORM EVENT. THE DRAINAGE SYSTEM SHALL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON THIRD SHEET FOR DRAINAGE DETENTION.

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

6. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH RODS BY 18 INCH LONG IRON RODS.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, DRIVEWAYS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER), AND OF PERMANENT 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 THE HIDALGO COUNTY ORDER FOR ON-SITE SEWAGE FACILITIES.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEMS OR MEANS DEEMED FOR DISPOSAL OF DOMESTIC SEWERAGE SHALL BE A DEFINITE DECISION WHICH SHALL BE APPROVED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 31,750 SQUARE FEET LOT AREA WHEN PUBLIC WATER IS SUPPLIED.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL BORINGS SHALL BE SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND APPROVED PRIOR TO CONSTRUCTION OF THE OSSF. LOCATION FOR SOIL BORINGS SHALL BE AT THE LOWEST ELEVATION FOR THE PROPERTY AND RECOMMENDED BY A LICENSED PROFESSIONAL ENGINEER. THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION FIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

10. GARCREST INVESTMENTS, LLC, THE OWNER & SUBDIVIDER OF ASH SUBDIVISION, RESERVES ITS 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 DETERMINING 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. BENCH MARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED BY THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERED PLANS:
B.M. NO. 1 - ELEV. 80.00. DATUM: NORTH AMERICAN DATUM 1983. DESCRIPTION: TOP OF CUTTER PENCIL SURFACE FOUND AT 15.0' EAST FROM THE SOUTHWEST CORNER OF THIS SUBDIVISION AT THE CENTER OF VICTORIA ROAD.

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 GARCREST INVESTMENTS, LLC HEREBY CERTIFY THAT ALL UTILITY EASEMENTS WITHIN COUNTY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER SATISFYING 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. ANY OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY 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 GRADE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

17. NO ACCESS ALLOWED ONTO LOT 13 FROM MILE 12.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), WYLIE BENNETT, AS OWNER IN THE LAND SHOWN ON THIS PLAT DESIGNATED AS ASH SUBDIVISION, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, WATER MAINS, WATER EASEMENTS, ALLEYS, EASEMENTS, AND PARKS SHOWN FOR THE PURPOSES OF CONSERVATION HEREON EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.0029 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 446, 2080 EDITION, HAVE BEEN MET AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWERAGE FACILITIES ARE PROVIDED TO ALL LOTS ON 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: GARCREST INVESTMENTS, LLC DATE
ROGER BECHEL, PRESIDENT
3410 PASEO DEL LAGO
PALMHURST, TEXAS 78573

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 _____ 2008.

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

STATE OF TEXAS
CITY OF DONNA

THE PLAT OF ASH SUBDIVISION 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 ASH SUBDIVISION , WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT ON _____ 2008.

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 _____ SLIDES _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____M. ON _____ 2008.

_____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF ASH 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 ASH SUBDIVISION, 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 TO 71935, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN DRAWN PROPER AND ADEQUATE DIMENSIONS, DEMARCATION, AND, FURTHER, DO HEREBY CERTIFY THAT HOME OF THE AREAS BEING PLATTED HEREIN AS ASH SUBDIVISION, 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).

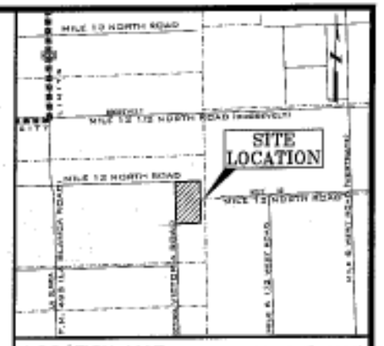
_____ _____
DAVID OMAR SALINAS, P.E. DATE
REG. PROFESSIONAL ENGINEER #71935

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID D. 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 ON THE GROUND.

_____ _____
DAVID D. SALINAS, R.P.L.S. DATE
REG. PROFESSIONAL LAND SURVEYOR #5765

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E. TX. REG. NO. 71935 ON JUNE 26, 2008. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



LOCATION MAP SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2321 DAFFODIL AVENUE — MCALLEN, TEXAS 78501
JOB NUMBER: SP-61-07-SUB
DATE OF SURVEY: SEPTEMBER 06, 2007
DATE PREPARED: JUNE 26, 2008

PLAT SHEET 1 OF 3

METES AND BOUNDS DESCRIPTION

BEING A 24.11 GROSS ACRE (23.63 GROSS ACRE) TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF BLOCK 70, LA BLANCA "B" AGRICULTURAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGE 32, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 24.11 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID BLOCK 70, LOCATED ON THE INTERSECTION WITH THE CENTER OF MILE 12 NORTH ROAD AND THE NORTHERLY PROJECTION OF THE EAST RIGHT-OF-WAY LINE OF VICTORIA ROAD FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 89 DEGREES 51 MINUTES EAST, CONSIDERING WITH THE NORTH LINE OF SAID BLOCK 70 LOCATED IN THE CENTER OF SAID MILE 12 NORTH ROAD, A DISTANCE OF 700.00 FEET TO A ½ DIAMETER IRON ROD SET ON THE NORTHEAST CORNER OF SAID BLOCK 70 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 00 DEGREES 09 MINUTES WEST, CONSIDERING WITH THE EAST LINE OF SAID BLOCK 70, A DISTANCE OF 1318.1329 FEET PASS AT 40.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 12 NORTH ROAD, AT A DISTANCE OF 1,320.0 FEET PASS AT 1,320.0 FEET IN ALL TO A POINT LOCATED WITHIN A BOWIE IRRIGATION DISTRICT DITCH AND SAME POINT BEING THE NORTHWEST CORNER OF VICTORIA GROVES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 36, PAGE 84, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 89 DEGREES 51 MINUTES WEST, CONSIDERING WITH THE SOUTH LINE OF SAID BLOCK 70 AND THE NORTH LINE OF SAID VICTORIA GROVES SUBDIVISION, A DISTANCE OF 653.47 FEET PASS THE WEST LINE OF SAID IRRIGATION DITCH RIGHT-OF-WAY, AT A DISTANCE OF 700.00 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID VICTORIA GROVES SUBDIVISION AND ALSO SAME LOCATED ON INTERSECTION WITH EAST RIGHT-OF-WAY OF SAID VICTORIA ROAD FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 00 DEGREES 09 MINUTES EAST, CONSIDERING WITH THE WEST LINE OF SAID BLOCK 70 AND THE EAST RIGHT-OF-WAY LINE OF SAID VICTORIA ROAD, A DISTANCE OF 1,320.0 FEET PASS AT 1,280.0 FEET IN ALL TO A POINT LOCATED WITHIN A BOWIE IRRIGATION DITCH RIGHT-OF-WAY, AT A DISTANCE OF 1,320.0 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 24.11 ACRES (23.63 ACRES) OF LAND, MORE OR LESS, OF WHICH THE NORTH 30.0 FEET (ON 0.31 ACRES), MORE OR LESS) ARE LOCATED WITHIN SAID MILE 12 NORTH ROAD, AND, THE EAST 50.47 FEET FOR 1.69 ACRES, MORE OR LESS) ARE LOCATED WITHIN SAID VICTORIA IRRIGATION DISTRICT DITCH RIGHT-OF-WAY, LEAVING 21.63 NET ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: RECORDED PLAT OF SAID LA BLANCA "B" AGRICULTURAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS.
M:\JAMES\2007\24.11.2007

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 AS AMENDED. THE DISTRICT HAS NOT EXAMINED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING PRACTICES IN TEXAS. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THOSE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ _____
DATE:

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT No. 1 ON THIS THE____ DAY OF _____

ATTEST: _____ _____
PRESIDENT SECRETARY

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

INDEX SHEET OF ASH SUBDIVISION

SHEET 1	HEADING, NOTES, LOCATION MAP, REVISION, DESCRIPTION, PLAT WITH METES BOUNDS, ASH SUBDIVISION DESCRIPTION, LEGAL DESCRIPTION OF METES & BOUNDS, SURVEYORS AND ENGINEER'S CERTIFICATIONS, PLAT NOTES AND RESTRICTIONS, OWNERS CERTIFICATION, NOTARY ACKNOWLEDGEMENT, CITY APPROVAL, PLANNING AND ZONING COMMISSION CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT, HIDALGO COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY RIGHT OF WAY CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR CERTIFICATE, STATE OF TEXAS CERTIFICATE OF SURVEYOR, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION, DONNA IRRIGATION DISTRICT NO. 1 CERTIFICATION
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (WAS) AND DRAINAGE REPORT NARRATIVE AND SPECIFICATIONS, INCLUDING DESCRIPTION OF WATER MAIN PLANS, WATER STORAGE AND EMERGENCY CONSTRUCTION SEQUENCING, AND SANITARY SEWER COLLECTION SYSTEM, LIFT STATION, AND EMERGENCY CONSTRUCTION SEQUENCING, AND DRAINAGE SYSTEMS, INCLUDING DESCRIPTION OF DRAINAGE AREAS, DESIGN CRITERIA, AND DRAINAGE DETENTION AND STORAGE.
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, AND WHAT IT WILL HAVE THE ENCOUNTERED, AND OF DETENTION AND DRAINAGE, AND ENGINEERS CERTIFICATION, MORE DETAILED.

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2321 DAFFODIL — McALLEN, TEXAS 78501
(956) 682-9081 (956) 682-1489 (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: September 2, 2008

RE: **Villegas Subdivision– Pct. 4**
Preliminary Approval

Villegas Subdivision is a two (2) lot subdivision located on the West side of Val Verde Road approximately 660 feet South of Monte Cristo 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 February 11, 2008. The proposed subdivision lies within a Zone "AH" as per FEMA's FIRM.

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

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Val Verde Road.

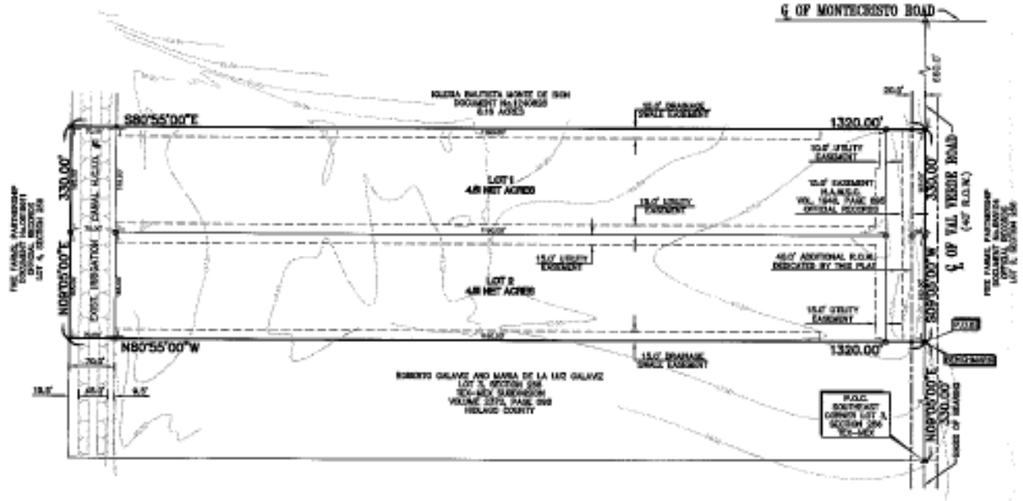
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 26, 2008** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Villega 4th Review** **Page** 1 of 1

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	Initials
		07-18-08	JRT
A	**1ST SHEET COMMENTS:** Verify with N.A.W.S.C. if they will required an exclusive 15' easement for proposed 8" water line instead of the 15' utility easement.		
B	**2ND SHEET COMMENTS:** Correct water and sewage layout title. OSSF instead of "OSFF"		


℄ OF MONTECRISTO ROAD
S80°55'00"E
1320.00'
330.00'
LOT 1
4.81 NET ACRES
LOT 2
4.81 NET ACRES
N80°55'00"W
1320.00'
N09°05'00"E
330.00'
S09°05'00"W
330.00'
℄ OF VAL VERDE ROAD (40' R.O.W.)
30.0' DRAINAGE SWALE EASEMENT
30.0' UTILITY EASEMENT
15.0' UTILITY EASEMENT
15.0' EASEMENT H.A.W.S.C. VOL. 10442, PAGE 898 OFFICIAL RECORDS
40.0' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT
15.0' UTILITY EASEMENT
15.0' DRAINAGE SWALE EASEMENT
EXIST. IRRIGATION & CANAL R.O.W.
70.0'
19.0'
40.0'
9.0'
IRRIGATION EASEMENT
POINT OF BEGINNING
IRRIGATION EASEMENT
IRRIGATION EASEMENT
IRRIGATION EASEMENT

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: September 2, 2008

RE: **Re-subdivision of Lot 1, Texas Valley Subdivision – Pct. 3**
Final Approval

Re-subdivision of Lot 1, Texas Valley Subdivision is a two (2) lot subdivision located Northwesterly of FM 2221 and Bentsen Palm Drive.

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 01, 2005. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on FM 2221 of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Pablo Pena, Jr. 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 Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on Bentsen Palm Drive that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **August 26, 2008**.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JULIO C. RODRIGUEZ AND DANIEL RODRIGUEZ OWNER OF THE 1.431 ACRE TRACT OF LAND ENCUMBERED WITHIN THE PROPOSED "RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED ON THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREON.

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 LOT MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTION TO THE LOT OR SEPTIC TANK MEETS, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTION PROVIDED TO THE LOT MEETS, OR WILL MEET MINIMUM STATE STANDARDS; AND

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

WE ATTEST THAT THE MATTERS RECITED IN THIS PLAT IS TRUE AND COMPLETE.

JULIO C. RODRIGUEZ — DANIEL RODRIGUEZ

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JULIO C. RODRIGUEZ AND DANIEL RODRIGUEZ PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, STATED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026

NOTARY PUBLIC

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0065(C) AND § 212.0110(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE "RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION" WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON THE _____ DAY OF _____, 2026.

MAYOR OF THE CITY OF MISSION

ATTEST: _____
SECRETARY OF THE CITY OF MISSION

THIS PLAT OF RESUBDIVISION OF LOT 1 TEXAS VALLEY 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 THE _____ DAY OF _____, 2026.

CHAIRMAN

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, SUBJECT TO THE CONDITION THAT THE SUBDIVIDER WILL PROVIDE policing WATER SYSTEM TO DISTRIBUTE POTABLE WATER THIS DISTRICT WILL PROVIDE ONLY IRRIGATION WATER WHERE DISTRIBUTION FACILITIES MUST BE CONSTRUCTED AND MAINTAINED AT THE EXPENSE OF THE OWNER AND DEVELOPER OF PIPE LINES, VALVES, RISER GATES TO BE CONNECTED TO THE NEAREST DISTRICT FACILITY.

DATED THIS THE _____ DAY OF _____, 2026.

ATTEST: _____ BY: _____
SECRETARY — PRESIDENT

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 § 48.236 (E), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ON PLAN, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO KNOW WHERE 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 RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2026.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

I, PABLO PENA, JR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND SUBDIVISION OF THE "RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION" WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON MARCH 3, 2026.

PABLO PENA, II — 03-03-26
R.P.L.S. No. 6243 — DATE SURVEYED

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

PHILIP F. PENA, JR. — 03-05-26
P.E. NO. 21868 — DATE OF PREPARATION

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

PAGE 1 OF 2

SUBDIVISION PLAT OF

"RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION"

A 1.431 ACRE TRACT OF LAND IN LOT 1, TEXAS VALLEY SUBDIVISION, HIDALGO COUNTY TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 28 PAGE 196-B OF THE MAP RECORDS OF SAID COUNTY;

ROAD TYPE
CMC SYSTEM

NORTH BASIS OF BEARING IS THE EAST LINE OF LOT 5, ESTATES PROPOSED SUBD V. 13 P. 13 MAP RECORDS OF SAID COUNTY.

AT EACH SUBDIVISION CORNER MONUMENTS ARE SHOWN BY LEGEND. EACH CORNER IS PLACED WITH A PLASTIC PLUG MARKED PENA ENGINEERING 5005 WHITEWING McALLEN, TX 78501 (956) 682-8812

LEGEND
I.I. – FOUND 1/2" DIAMETER IRON ROD
S. – SET 1/2" DIAMETER IRON ROD
R.O.W. – RIGHT OF WAY
S.E.C. – SOUTHEAST CORNER
ASSN. – ASSOCIATION

PALM GARDEN SUBDIVISION V. 20 P. 189-A MAP RECORDS

EXISTING 1' WIDTH R.O.W.

N.W.C. LOT 2987 DENTON GROVES SUBD VOLUME "D" V. 7 P. 38 H.C.M.R. — SEE NOTE #3 — ELEV= 208.09

℄ F.M. 2221 (7 MILE LINE ROAD)

N 89°-30'E 30.71' — S 61°-10'E 206.39'

10' WIDE PUBLIC DRAINAGE EASEMENT DEDICATED BY THIS PLAT

EXISTING SOUTH R.O.W.

S.E.C. LOT 1

N 89°-30'E 83.58' — 109.72'

LOT 1-A
0.70 ACRE
30,638 S.F.

LOT 1-B
0.73 ACRE
31,888 S.F.

250.00'

200.00'

N 0°-30'E

S 0°-30'W

15' DRAINAGE SHADE EASEMENT

N 61°-10'W 206.39'

S.W.C. LOT 1 TEXAS VALLEY SUBD V. 28 P. 196-B H.C.M.R. PRIMARY CONTROL POINT PLACE OF BEGINNING

EXISTING 10' UTILITY EASEMENT V. 28 P. 196-B MAP RECORDS

S.E.C. LOT 1

LOT 2 TEXAS VALLEY SUBDIVISION V. 28 P. 196-B H.C.M.R.

LOT 268 DENTON GROVES SUBDIVISION "C" V. 7 P. 38 H.C.M.R.
MARIA D. SALAZAR DOC. #1930810 OFFICIAL REC.

FLOYD ROBIN TOWER DOC. #2172618 O.R.

LOT 288 DENTON GROVES SUBD V. 7 P. 38 H.C.M.R.

EXISTING WEST R.O.W.

NOTES:

1) FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED) COMMUNITY PANEL NUMBER 480334 0355 D MAP REVISED JUNE 6, 2000. ZONE "X" – AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN

THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL PLAIN ADMINISTRATOR IDENTIFIES NO COMMUNITY AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 500-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS OF THE 500-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE INSURED REQUIRES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2) MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS: WESTERN PALM DRIVE 35.80 FEET FRONT: 50.80 FEET OR AS LINE WITH EXISTING STRUCTURE ON LOT 1-B OR WHICHEVER IS GREATER

SIDE CORNER: 25.0 FEET
SIDE: 6.80 FEET OR EASEMENT WHICHEVER IS GREATER AND 10.0 FEET ALONG WESTERN PALM DRIVE
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
NOTE: A SHARED DRIVEWAY EASEMENT MINIMUM 30' EXTENT BETWEEN THE TWO LOTS WILL BE REQUIRED AT DRIVEWAY #1 ALONG F.M. 2221 (7 MILE LINE ROAD) (P.A. 2221)

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

4) MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF 7 MILE LINE ROAD OR 12 INCHES ABOVE NATURAL GROUND WHICHEVER IS GREATER. ELEVATION REFERENCE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PAD AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS, AND ELEVATION CERTIFICATE SHALL BE PREPARED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5) BM 1- BENCHMARK ELEVATION 180.60 N.G.V.D. '29, LOCATED AT THE NORTH-WEST CORNER OF LOT 2017, DENTSEN GROVES SUBDIVISION ADDITION "C".
BM 2- BENCHMARK ELEVATION 187.80 N.G.V.D. '29, 60-d NAIL IN BASE OF POWER POLE LOCATED 1,100 FEET NORTH 0.00 FEET WEST FROM THE NORTHEAST CORNER OF LOT 1 TEXAS VALLEY SUBDIVISION.

6) ON-SITE SEWER FACILITIES (SEPTIC) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
(A) SEWAGE SYSTEM IS BEING DESIGNED FOR COMMERCIAL OR DOMESTIC SEPARATE 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 PRIVATE WATER SUPPLY.
(C) ODOR SPRINKLER SYSTEMS REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENTS.
(D) SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORITIES HIDALGO COUNTY DEPARTMENT AND ENGINEERS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS INSTRUCTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
(E) "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.

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

8) NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES, NATURE, HERBS), BRUSH, TRASH, LEAVES, AND PLANNED AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9) EACH PURCHASER/OWNERSHIP MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DISCLOSING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL OR MADE AVAILABLE TO THE SUBDIVISION.

10) ALL PUBLIC UTILITIES EASEMENTS DEPICTED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES, OR DURING THIS PLAT DEVELOPER'S AND OWNER-LOT OTHERWISE SHALL ALL OTHER EASEMENTS SHOWN SHALL COMPLY WITH THE SITE REQUIRES BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11) (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 5858 C.F. 0.135 ACRE FEET OF STORM WATER RUNOFF.

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

13) JULIO C. RODRIGUEZ, AND DANIEL RODRIGUEZ, OWNERS & SUBDIVIDERS OF RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION BETWEEN AN FLATPOINT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED COST ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

14) SHOT DRIVEWAY PERMIT IS REQUIRE FOR EACH LOT PRIOR TO CONSTRUCTION OF SERVANT ACCESS ON F.M. 2221 (7 MILE LINE ROAD).

15) 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 TIME TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR SCHOOLS/PARKS PERMIT.
NO WATER OR LIGHT EASEMENTS SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND BSP PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ROAD OF WAY DEPARTMENT ON _____, 2026.

HIDALGO COUNTY ROAD OF WAY DIRECTOR — DATE

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2026.

HIDALGO COUNTY ASSISTANT SHOP DIRECTOR — 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 _____, PAGE(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ DIVISION _____ M.

HIDALGO COUNTY CLERK

NOTES AND BOUNDS DESCRIPTION:

A 1.431 ACRE TRACT IN LOT 1 TEXAS VALLEY SUBDIVISION HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 28 PAGE 196-B MAP RECORDS OF SAID COUNTY, SAID 1.431 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1, FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WEST LINE OF SAID LOT, THE EAST R.O.W. OF DENTSEN PALM DRIVE, N 0°-30'E 200.00 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND TO A CORNER OF LOT 1, FOR A CORNER HEREOF;

THENCE N 89°-30'E 70.71 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND TO A CORNER OF LOT 1, FOR A CORNER HEREOF;

THENCE WITH NORTH LINE OF SAID LOT, THE SOUTH R.O.W. OF F.M. 2221, S 61°-10'E 206.39 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, S 0°-30'W 250.00 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 1, FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID LOT, N 61°-10'W 284.39 FEET TO THE PLACE OF BEGINNING CONTAINING ONE AND FOUR HUNDRED AND SEVENTY-ONE THOUSANDTHS (1.431) ACRES, MORE OR LESS.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

VICINITY MAP SCALE: 1"=500'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION (EJ) OF A MUNICIPALITY

RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED IN NORTHWESTERLY HIDALGO COUNTY ON THE SOUTHEAST CORNER INTERSECTION OF F.M. 2221 (7 MILE LINE ROAD) AND DENTSEN PALM DRIVE. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION, POPULATION 83,377 – 2026 CONSUL. RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION LIES OUTSIDE OF THE CITY LIMITS BUT IS WITHIN THE CITY'S FIVE-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

INDEX TO SHEET OF RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION PLAT:

SHEET 1: HEADING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL DIMENSION, MAP, LOT, STREETS, AND EASEMENT LAYOUT, NOTES AND BOUNDS DESCRIPTION, SURVEYORS CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNERS DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL, CERTIFICATE TO COUNTY CLERKS RECORDING CERTIFICATE, REVISION NOTES, ENGINEERING CERTIFICATION, RIGHT OF WAY & HEALTH DEPARTMENT CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/SEWER AND ENGINEERS CERTIFICATION IN ENGLISH AND SPANISH, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES, SUBDIVISION CERTIFICATION STATEMENT

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNERS:	JULIO C. RODRIGUEZ	RT. 36 BOX 1081	MISSION, TX 78574	565-3380
	DANIEL RODRIGUEZ	RT. 36 BOX 1081	MISSION, TX 78574	583-3289
SURVEYOR:	PABLO PENA, II.	1081 N. WHITEWING	McALLEN, TX 78501	682-8812
ENGINEER:	PHILIP F. PENA, JR.,	1081 N. WHITEWING	McALLEN, TX 78501	682-8812

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: September 2, 2008

RE: **Jo-Jo Subdivision – Pct. 3**
Final Approval

Jo-Jo Subdivision is a two (2) lot subdivision located on the West side of Moorefield Road and approximately 1500 feet South of Mile 6 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 18, 2005. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Pablo Pena, Jr. 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 Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on Moorefield 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 June 12, 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 **August 26, 2008**.

SUBDIVISION PLAT OF
"JO—JO SUBDIVISION"

A 5.00 ACRE TRACT BEING THE SOUTH 5.00 ACRES OUT OF LOT 60 BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT No. 1, HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 7 PAGE 56 OF THE MAP RECORDS OF SAID COUNTY;

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, JOSE GUZMAN AND ELSA GUZMAN, AS OWNER OF THE 5.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "JO—JO SUBDIVISION", HEREBY SUBDIVIDE THE LAND AS DEPICTED ON THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREON.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER SUPPLY AND CONNECTION TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND

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

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

JOSE GUZMAN — DATE — ELSA GUZMAN — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JOSE AND ELSA GUZMAN PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAME ARE SUBSCRIBED TO THE FORE-GOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY 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 § 212.0065(2) AND § 212.0105(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE "JO-JO SUBDIVISION" WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON _____, 200__.

MAYOR OF THE CITY OF MISSION

ATTEST: _____
SECRETARY OF THE CITY OF MISSION

THIS PLAT OF JO-JO 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 THE _____ DAY OF _____, 200__.

CHAIRMAN, PLANNING COMMISSION

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, SUBJECT TO THE CONDITION THAT THE SUBDIVIDER WILL PROVIDE DOMESTIC WATER SERVICE TO DESIGNATED POTABLE WATER, THIS DISTRICT WILL PROVIDE RAW IRRIGATION WATER WHERE DISTRIBUTING FACILITIES MUST BE CONSTRUCTED AND MAINTAINED AT THE EXPENSE OF THE OWNER AND CONSTRUCTION OF PIPE LINES, VALVES, UNDER GATES TO BE SUBMITTED TO THE HIDALGO DISTRICT ENGINEER.

DATED THIS THE _____ DAY OF _____, 200__.

ATTEST: _____ _____
SECRETARY — PRESIDENT

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 ESTABLISHED CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER BY THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 — DATE

I, PABLO F. PENA, JR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE "JO-JO SUBDIVISION" WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON SEPTEMBER 2, 2005.

PABLO F. PENA, JR — 09-06-07 — DATE SURVEYED
R.P.L.S. No. 2270

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE JO-JO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 200__.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

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

PABLO F. PENA, JR., P.E. NO. 34885 — 09-07-07 — DATE OF PREPARATION

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

PAGE 1 OF 2

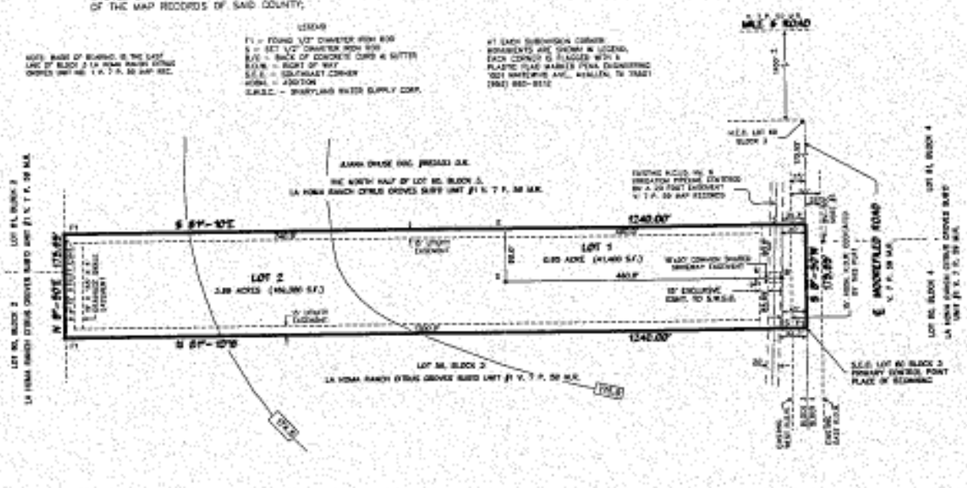
NORTH

SCALE: 1"=100'
CHD: 2,000.00'—0'00

NOTE: BASIS OF BEARING IS THE EAST LINE OF BLOCK 3 LA HOMA RANCH CITRUS GROVES UNIT NO. 1 V. 7 P. 56 MAP REC.

LEGEND
F1 = FOUND 1/2" DIAMETER IRON ROD
S = SET 1/2" DIAMETER IRON ROD
B/C = BACK OF CONCRETE CURB & GUTTER
R.O.W. = RIGHT OF WAY
S.E.C. = SIDEWALK CORNER
INTR. = JUNCTION
S.W.S.C. = SHARYLAND WATER SUPPLY CORP.

● AT EACH SUBDIVISION CORNER MONUMENTS ARE SHOWN IN LEGEND, EACH CORNER IS FLAGGED WITH A PLASTIC PLAS MARKER PENA ENGINEERING 1001 WHITEWING AVE., MCALLEN, TX 78501 (956) 682-8812



LEGAL DESCRIPTION:

THE SOUTH 5.00 ACRES OF LOT 60 BLOCK 3, LA HOMA RANCH CITRUS GROVES, UNIT 1 HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 7 PAGE 56 OF THE MAP RECORDS OF SAID COUNTY; SAID 5.00 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTH-EAST CORNER OF SAID LOT 60, FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID LOT, NORTH 89°-30' WEST, AT 49.00 FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE ADDITIONAL RIGHT OF WAY OF MOONFELLO ROAD, AT 1240.00 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 59, FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WEST LINE OF SAID LOT, NORTH 089°-30' EAST 175.89 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF;

THENCE PARALLEL WITH THE SOUTH LINE OF SAID LOT, SOUTH 89°-30' EAST, AT 1200.00 FEET SET A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE WEST ADDITIONAL RIGHT OF WAY OF SAID ROAD, AT 1240.00 FEET IN ALL TO THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF MOONFELLO ROAD, SOUTH 089°-30' WEST 175.89 FEET TO THE PLACE OF BEGINNING, CONTAINING FIVE (5.00) ACRES, MORE OR LESS, OF WHICH 0.16 ACRE LIES IN ROAD, LEAVING 4.84 ACRES NET.

RIGHT OF WAY EASEMENT

KNOW ALL BEN BY THESE PRESENTS, THAT JOSE GUZMAN (HEREINAFTER CALLED "GRANTOR"), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY SHARYLAND WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY GRANT, BARGAIN, SELL, GRANTEE, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND, WHERE AFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER TRANSMISSION AND DISTRIBUTION LINES, METERS AND APPURTENANCES OVER AND ACROSS A TRACT OF LAND SHARED BY GRANTOR IN HIDALGO COUNTY, TEXAS AS DESCRIBED IN HIDALGO CLERK'S INSTRUMENT NUMBER _____ HIDALGO COUNTY, TEXAS, SAID PROPERTY AND EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A 5.00 ACRE TRACT BEING THE SOUTH 5.00 ACRES OF LOT 60 BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT NO 1, HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 7 PAGE 56 OF THE MAP RECORDS OF SAID COUNTY"

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION OF THE CHALLENGE MATERIALS TO HEREIN AND THE GRANTEE WILL MAINTAIN SUCH EASEMENT IN A STATE OF GOOD REPAIR AND EFFICIENCY SO THAT NO UNREASONABLE DAMAGE WILL RESULT FROM ITS USE TO GRANTOR'S REMAINDER. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTORS COVENANT THAT THEY AS THE OWNERS OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

"EASEMENTS AND RESERVATIONS AS MAY APPEAR ON THE RECORDED PLAT AND/OR DEDICATION OF SUBDIVISION"

IN WITNESS WHEREOF, THE SAID GRANTORS HAVE EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2008.

_____ — _____
NAME — SIGNATURE

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

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

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JO-JO 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 JO-JO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____

HIDALGO COUNTY ASSISTANT SANITARIAN — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

_____, 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

NOTES TO SHEET OF JO-JO SUBDIVISION PLAT:

SHEET 1: (FENCING) BASIS LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, MAP, LEE STREETS, AND EASEMENT LAYOUT, NOTES AND BOUNDS DESCRIPTION, SURVEYORS CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNERS DEDICATION CERTIFICATION, ATTESTATION, CITY APPROVAL CERTIFICATE, COUNTY CLERKS RECORDING CERTIFICATE, REVISION NOTES, IRRIGATION DISTRICT, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, ENGINEERS CERTIFICATION, R.O.W., HEALTH DEPT. CERTIFICATION;

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER USED AND ENGINEERS CERTIFICATION (ENGLISH & SPANISH VERSIONS), DRAINAGE REPORT INCLUDING DESCRIPTION BY DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES, SUBDIVISION CONFIRMATION W STATEMENT;

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP	PHONE:	FAX:
OWNER:	JOSE GUZMAN	P.O. BOX 58	LA JOYA, TX 78560	682-9433	NO FAX #
SURVEYOR:	PABLO PENA, P.E.	1001 W. WHITEWING	MCALLEN, TX 78501	682-8812	631-7362
ENGINEER:	PABLO F. PENA, JR.,	1001 W. WHITEWING	MCALLEN, TX 78501	682-8812	631-7362

1) FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED) COMMUNITY PANEL NUMBER 480334 0010 D MAP REVISED: JUNE 6, 2000.

ZONE "X" = AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
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 MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR DESIGNATED NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 500-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE CONFIGURATION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN TO BE PROTECTED UNLESS THE HOUSING SUBJECTS FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2) MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:

FRONT: 40.00 FEET
SIDES: 6.3 FEET OR ENGINEER WHICHEVER IS GREATER
REAR: 20.00 FEET FOR LOT 2 AND 10 FEET FOR LOT 1

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

4) MINIMUM FINISHED FLOOR ELEVATION SHALL BE 48" ABOVE THE CENTERLINE OF MOONFELLO ROAD OR 18" ABOVE NATURAL GROUND WHICHEVER IS GREATER. UNDERFILLS ABOVE THESE ELEVATIONS 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) BM A- BENCHMARK ELEVATION 104.74 N.A.V.D. 88. FOUND ONE-HALF (1/2) INCH DIAMETER IRON ROD LOCATED SOUTH 28.3 FEET AND EAST 28.3 FEET FROM NORTHEAST CORNER OF LOT 1 OF PROPOSED SUBDIVISION.

6) ON-SITE SEWER FACILITIES (SEPTIC) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
(A) SEPTIC SYSTEM AS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
(B) SEPTIC SYSTEM SHALL BE DESIGNED FOR COMMERCIAL USE.
(C) EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 23,000 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
(D) SEPTIC SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
(E) SEPTIC SYSTEM HAS 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.
(F) "SEPTIC" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.

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

8) NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (OTHER LOW, LEGS THAN 4 INCHES NATIVE MOWN, GROUND COVER, GRASS, OR FLOWERS), AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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

10) ALL PUBLIC UTILITIES EASEMENTS DESIGNED 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 DESIGNING AN EASEMENT.

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

12) JOSE GUZMAN & ELSA GUZMAN, OWNERS & SUBDIVIDER OF JO-JO SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED SEPTIC ON THE LOT AS DESIGNED ON SHEET NO. 1 OF THIS PLAT.

13) 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 1,081 CUBIC FEET 0.17 ACRE FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
WEST AND THE EXCESS BUT ALL OF THE RUNOFF WITHIN THIS LOTS, WILL BE DETAINED IN A SWALE ON THE WEST SIDE OF LOT 2, A TOTAL OF 1,081 CUBIC FEET WILL BE DETAINED IN A SWALE 70' X 140' X 4' FOOT DEEP. (SEE SHEET No. 2)

14) THERE SHALL ONLY BE ONE SHARED DRIVEWAY BETWEEN LOTS 1 AND 2 WITH EACH LOT HAVING ONE RIGHT OF ACCESS—EXPRESS OVER EACH OTHERS LOTS AT SAID SHARED DRIVEWAY JUNCTURE AS PER CITY CODE.

8 MILE LINE



VICINITY MAP — SCALE: 1"=1000'

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

JO-JO SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 2 AND IS LOCATED IN NORTH-WESTERLY HIDALGO COUNTY ON THE NORTH SIDE OF MOONFELLO ROAD AND IS APPROXIMATELY 1600 FEET SOUTH OF MILE 6 NORTH ROAD, THE NEAREST MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THAT OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 68,145/2000 CENSUS). JO-JO SUBDIVISION LIES OUTSIDE OF THE CITY LIMITS BUT IS WITHIN THE CITYS FIVE-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.001.

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: September 2, 2008

RE: **Sunset Valley Subdivision– Pct. 1**
Final Approval

Sunset Valley Subdivision is a nineteen (19) lot subdivision located on the North side of Stites Road approximately 1600 feet East of Victoria Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 11, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Stites 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 Raul E. Garcia, P.E. and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

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

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on December 18, 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 **August 26, 2008**.

SUBDIVISION PLAT OF
SUNSET VALLEY SUBDIVISION

A 11.36 acre tract of land being a portion of Lots13, 14, 15, 16, 17 and 18, Block 4, Re-subdivision of Blocks 1-5, La Donna Plat Subdivision, as recorded in Volume "2", Pages 124 through125, Deed Records, Hidalgo County, Texas.

DATE: APRIL 11, 2007

SCALE IN FEET: 0 100' 200' 300'

SCALE: 1"= 100'

ENGINEER: R.E. Garcia

PREPARED BY: R.E. GARCIA & ASSOCIATES

116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280

METES AND BOUNDS DESCRIPTION FOR A 11.36 ACRE TRACT

A 11.36 acre tract of land being a portion of Lots13, 14, 15, 16, 17 and 18, Block 4, Re-subdivision of Blocks 1-5, La Donna Plat Subdivision, as recorded in Volume "2", Pages 124 through125, Deed Records, Hidalgo County, Texas and being more fully described by metes and bounds description as follows:

BEGINNING at a found cotton picker spindle on the centerline of Stites Road being the southeast corner of said Lot 18, Block 4, for the southeast corner of herein described tract.

THENCE N 89° 58' 00" W along the south line of said Lot 18, Block 4, pass at 330.00 feet a point being the southeast corner of said Lot 15, Block 4, also being the southeast corner of said Lot 17, Block 4, pass at 660.00 feet a point being the southeast corner of said Lot 17, Block 4, also being the southeast corner of said Lot 16, Block 4, pass at 990.00 feet a point being the southeast corner of said Lot 16, Block 4, also being the southeast corner of said Lot 15, Block 4, pass at 1,320.00 feet a point being the southeast corner of said Lot 15, Block 4, also being the southeast corner of said Lot 14, Block 4, pass at 1,650.00 feet a point being the southeast corner of said Lot 14, Block 4, also being the southeast corner of said Lot 13, Block 4, and continuing for a total distance of 1,980.00 feet to a set cotton picker spindle being the southeast corner of said Lot 13, Block 4, for the southwest corner of herein described tract.

THENCE N 00° 02' 00" E along the west east line of said Lot 13, Block 4, pass at 30.00 feet a set one-half inch iron rod being the north Right-of-Way line of said Stites Road and continuing for a total distance of 257.80 feet to a set one-half inch iron rod for the northwest corner of herein described tract.

THENCE S 89° 58' 00" E parallel to the south line of said Lot13, Block 4, pass at 330.00 feet a point being the east line of said Lot 13, Block 4, also being the west line of said Lot 14, Block 4, pass at 660.00 feet a point being the east line corner of said Lot 14, Block 4, also being the west line of said Lot 15, Block 4, pass at 990.00 feet a point being the east line of said Lot 15, Block 4, also being the west line of said Lot 16, Block 4, pass at 1,320.00 feet a point being the east line of said Lot 16, Block 4, also being the west line of said Lot 17, Block 4, and continuing for a total distance of 1410.00 feet to a set one-half inch iron rod for an exterior corner of herein described tract.

THENCE S 00° 02' 00" W 217.80 feet parallel to the west line of said Lot 17, Block 4, to a set one-half inch iron rod for an interior corner of herein described tract.

THENCE S 89° 58' 00" E 70.00 feet parallel to the south line of said Lot 17, Block 4, to a set one-half inch iron rod for an interior corner of herein described tract.

THENCE N 00° 02' 00" W 217.80 feet parallel to the west line of said Lot 17, Block 4, to a set one-half inch iron rod for an exterior corner of herein described tract.

THENCE S 89° 58' 00" E parallel to the south line of said Lot 17, Block 4, pass at 170.00 feet a point being the east line of said Lot 17, Block 4, also being the west line of said Lot 18, Block 4, and continuing for a total distance of 500.00 feet to a set one-half inch iron rod on the east line of said Lot 18, Block 4, for the northeast corner of herein described tract.

THENCE S 00° 02' 00" W along said east line of Lot 18, Block 4, pass at 217.80 a found one-half inch iron rod being the north Right-of-Way line of said Stites Road and continuing for a total distance of 257.80 feet to the point of beginning and containing 11.36 acres of land more or less.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

NORTH

SCALE: 1"=100'

BEARINGS BASED ON RECORD BEARINGS OF E & A SUBDIVISION, AS RECORDED IN VOL. 48, PAGE 24 M/R.

RESUBDIVISION OF BLOCK 1-5, LA DONNA PLAT SUBDIVISION

OWNER: SANDOVAL DEVELOPMENT, L.P.

INST. # 1607244, FILED : 2005.

OWNER: SANDOVAL DEVELOPMENT, L.P.

INST. # 1482483, FILED : 2005.

OWNER: CRUZ & ARACELY LOPEZ

INSTRUMENT: 551747, FILED: 1996

LOT 19

S 89°58'00" E 1410.00'

S 89°58'00" E 70.00'

S 89°58'00" E 500.00'

N 00°02'00" E 257.80'

S 00°02'00" W 257.80'

N 89°58'00" W 1980.00'

S. W. CORNER LOT 15, BLOCK 4

P.O.B. S. E. CORNER LOT 18, BLOCK 4

℄ VICTORIA ROAD

℄ STITES ROAD

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF MINIMAL FLOODING
COMMUNITY-PANEL NO. 480334 0490 C
EFFECTIVE DATE: JUNE 06, 2000 (LOMR: MAY 30, 2000)
THE AREAS WITHIN BOTH IN THE DRAINAGE EASEMENTS AND THE PROPOSED MINIMUM BUILDING SETBACK LINES AS SHOWN ON THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0490 C EFFECTIVE DATE: JUNE 06, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATION EXISTENCE 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 FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR RESIDENCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 OR U.S.C. SECTIONS 4001 THROUGH 4127).

2. 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 FOR USE DESIGNATED ON THE SUBDIVISION PLAT. ANY DEVIATION FROM SINGLE FAMILY USE SHALL REQUIRE THE APPROVAL FROM THE DEVELOPER, IN WRITING, THE PLANNING AND ZONING DEPARTMENT AND THE FIRE MARSHALL.

3. ALL CORNERS SET ONLY 1/2 IRON ROD WITH PLASTIC CAP STAMPED R.P.L.S. 5034 OR AS NOTED.

4. THERE ARE NO WORKS WATER WELLS WITHIN 150 FT. OF SUBDIVISION

5. EACH LOT SHALL INSTALL A SEPTIC TANK AND DRAIN FIELD SYSTEM THAT IS IN ACCORDANCE TO THE DISTRICT OF HIDALGO HEALTH CODE.

6. A. SEWER SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE LICENSE SHALL BE SUBMITTED FOR FOUNDATION/GREASE TRAP/ ETC.
B. EACH LOT ON THIS PLAT EMBRACES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. SEWER SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED REPRESENTATIVE.
D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTED BUT BE ALSO TESTED ON THE SPECIFIC LOCATION FOR THE SEPTIC SYSTEM AS REQUIRED BY THE HIDALGO COUNTY PLANNING DEPARTMENT.
E. "PERC" FORMS IS REQUIRED PRIOR TO ACQUIRING A LOT.

7. ALL PUBLIC EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 20.0 FEET, OR AS REQUIRED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 3 OR THE CITY MANAGER.

8. ANY DRAINAGE SWALES CONSTRUCTED FOR THE PURPOSES OF DRAINAGE WITHIN SHALL BE MAINTAINED BY EACH INDIVIDUAL LOT OWNER. NO FILL OR OBSTRUCTIONS SHALL BE PLACED IN THE DRAINAGE SWALES WITHOUT PRIOR APPROVAL FROM THE CITY OF DONNA. IF IT IS DETERMINED BY THE CITY OF DONNA THAT THE FLOW OF WATER THROUGH DRAINAGE EASEMENTS HAS BEEN OBSTRUCTED, THE OWNER(S) OF THE LOT(S) SHALL BE RESPONSIBLE FOR REMOVAL OF SUCH OBSTRUCTIONS WITHIN TWELVE (12) HOURS AFTER NOTIFICATION BY THE CITY OF DONNA.

9. BENCHMARK:
BM-1) A BRASS DISC SET IN A CONCRETE SLAB LOCATED 5 FEET SOUTH AND 5 FEET EAST OF THE SOUTHEAST CORNER OF THE INTERSECTION OF VICTORIA ROAD AND STITES ROAD.
ELEV= 38.62 DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929

10. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND MODEL SUBDIVISION RULES ADOPTED AND REVISED, THIS SUBDIVISION WILL BE REQUIRED TO DETAIN A TOTAL OF 39.6 AC. - FT. (3.5 AC-FT PER ACRE) OF STORM WATER RUNOFF. DETENTION WILL BE ACCOMPLISHED THROUGH PROPERLY GRADED SWALES.

11. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY UTILITY EASEMENT WITHOUT WRITTEN PERMISSION FROM THE UTILITY COMPANY. ANY DRIVEWAY CULVERTS AND/OR DRIVEWAYS SHALL BE PERPENDICULAR TO THE ROADWAY.

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

13. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF STITES ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR A LOT LOCATED WITHIN A DESIGNATED FLOOD ZONE AT TIME OF APPLICATION FOR BUILDING PERMIT. A FINISH FLOOR CONSTRUCTION ENTRY FLOOR ELEVATION, AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

14. NO GARAGE DOORWAY SHALL BE CONSTRUCTED BETWEEN COMMERCIAL/MULTIFAMILY LOTS AND SINGLE FAMILY RESIDENTIAL LOTS OR LOT OWNERS.

15. SUNSOVAL DEVELOPMENTS, LP., THE OWNER & DEVELOPER OF SUNSET VALLEY SUBDIVISION, RESERVE NO EASEMENT UPON EACH LOT FOR THE PURPOSE PROVIDING AN APPROVED USE ON THE LOT AS DESCRIBED IN SHEET NO. 2 OF THIS PLAT.

16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY DRAINAGE DISTRICT 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 CURB CUT PLAN ARE APPROVED, AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

LOCATION MAP

SCALE: 1" = 2,000'



LEGEND :

- F_1 – FOUND COTTON PICKER SPINDLE
- S_1 – SET COTTON PICKER SPINDLE
- F – FOUND 1/2"ø IRON ROD
- S – SET 1/2"ø IRON ROD

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

SUNSET VALLEY SUBDIVISION IS LOCATED IN SOUTH CENTRAL HIDALGO COUNTY IN U.S.C. #9 ON THE NORTH SIDE OF STITES ROAD, APPROXIMATELY 1950 FEET EAST OF THE INTERSECTION OF STITES ROAD & VICTORIA NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (TEXAS), SUNSET VALLEY LIES APPROXIMATELY 1/4 MILE FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

INDEX OF SHEETS

No.	DESCRIPTION
1	BEARING BASIS; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT NOTES; LOTS, STREETS AND EASEMENT DIMENSIONS; METES & BOUNDS SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ACKNOWLEDGMENT; CITY APPROVAL; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; SCALE; APPROVAL BLOCK; DRAINAGE APPROVAL BLOCK; APPROVAL BLOCK; APPROVAL/OBJECTION DISTRICT APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (WSS) MAP; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (WWT) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); NAMES OF LOG BOOK FOR EACH SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVISION CERTIFICATE AND STATEMENT
3	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, SWALE DETAIL, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

PRINCIPAL CONTACTS:

NAME:	ADDRESS:	CITY & ZIP	PHONE & FAX #:
OWNER: SANDOVAL DEVELOPMENT, LP.	505 N. MAIN, SUITE C	DONNA, 78537	464-4408 / 464-8135
ENGINEER: PAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR: PAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280

SHEET NO. 1 OF 3 SHEETS

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 grantees (hereinafter referred to as "Grantor", whether one or more), for and in consideration of one dollar ($1.00) and other good and valuable considerations paid to Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto the said Grantee, its successors, and assigns, an exclusive perpetual easement with the right of ingress and egress, in, over and upon the Grantor's property, for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and removing 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 for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall be and extend 10 feet in width, and Grantee is hereby authorized to designate the courses of the easement herein conveyed except that where the easement is centered on the property lines provided shall not be limited to a width of more than 10' in width, the center line thereof being the property lines.

In the event the easement hereby granted shall be on a public road and the Grantee, its successors, assigns or subsidiaries of the public road or be required to relocate any water line as so installed, Grantor further grants to Grantee an easement over and across Grantor's adjacent property for the purpose of temporary relocating said water line as may be necessary during the period of such construction, but such temporary easement shall be limited to a width of total 15' in width, the center line thereof being the original line so relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, operation, maintenance and removal of the structures referred to herein. This agreement together with other rights granted by this plat 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 it has the free and clear of all encumbrances and liens except the following:

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

In witness whereof the said grantor executed this instrument this _____ day of _____ 2007.

JOSE SANDOVAL, PARTNER

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

I, ANDREW RODRIGUEZ, JR., AS OWNER OF THE 20.00 ACRE TRACT OF LAND ENCOMPASSED BY THIS PLAT OF SUNSET VALLEY SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THE SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS AND EASEMENTS SHOWN HEREON. I HEREBY THAT ALL LOTS ARE COMPLIED WITH THE SUBDIVISION ORDINANCE OF TEXAS LOCAL GOVERNMENT CODE, § 232.002 AND THAT

(A) WATER (WATER QUALITY) AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ADDRESSED IN THIS PLAT ARE TRUE AND COMPLETE.

SANDOVAL DEVELOPMENT, LP.
2222 S.H. 448, SUITE C
DONNA, TEXAS 78537

DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____.

NOTARY PUBLIC

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THE CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____ M. ON _____, AND WAS RECORDED IN VOLUME _____, PAGE(S) _____ OF THE MAP RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M ON _____.

_____
HIDALGO COUNTY CLERK

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.008(a) & §212.0115(b)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SUNSET VALLEY SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF DONNA ON _____.

MAYOR, CITY OF DONNA — DATE

ATTEST: SECRETARY, CITY OF DONNA — DATE

APPROVAL BY THE PLANNING COMMISSION OF DONNA

THIS PLAT OF SUNSET VALLEY SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF DONNA AND IS HEREBY APPROVED BY SUCH.

ATTEST: SECRETARY — CHAIRMAN, PLANNING COMMISSION

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT, ON THIS _____ DAY OF _____ A.D., 200_.

SECRETARY — CHAIRMAN

DONNA IRRIGATION DISTRICT WILL NOT BE RESPONSIBLE FOR DRAINAGE OR EQUITY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL MAY BE AT THE DISTRICT'S EXPENSE.

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT APPROVAL: I HEREBY CERTIFY THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION HAVE BEEN REVIEWED AND APPROVED BY THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND THAT THE SUBDIVISION PLAT CONFORMS TO THE DRAINAGE PLANS AS APPROVED. I FURTHER CERTIFY THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION ARE IN COMPLIANCE WITH THE DRAINAGE ORDINANCE OF THE DISTRICT AND THAT THE DRAINAGE FEES IMPOSED BY THE DISTRICT ORDINANCE ARE APPLICABLE TO THIS SUBDIVISION AND WILL BE PAID BY THE DEVELOPER OF THE SUBDIVISION AS PROVIDED BY THE ORDINANCE.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____
DISTRICT ENGINEER

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

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

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, PAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 84760
REGISTERED PROFESSIONAL LAND SURVEYOR #5604

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: September 2, 2008

RE: **Franco Reyes Acres Subdivision– Pct. 4**
Final Approval

Franco Reyes Acres Subdivision is a two (2) lot subdivision located on the West side of Cesar Chavez Road, approximately 660 feet North of Trenton Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 11, 2007. The proposed subdivision lies within Zone "B" as per FEMA's FIRM.

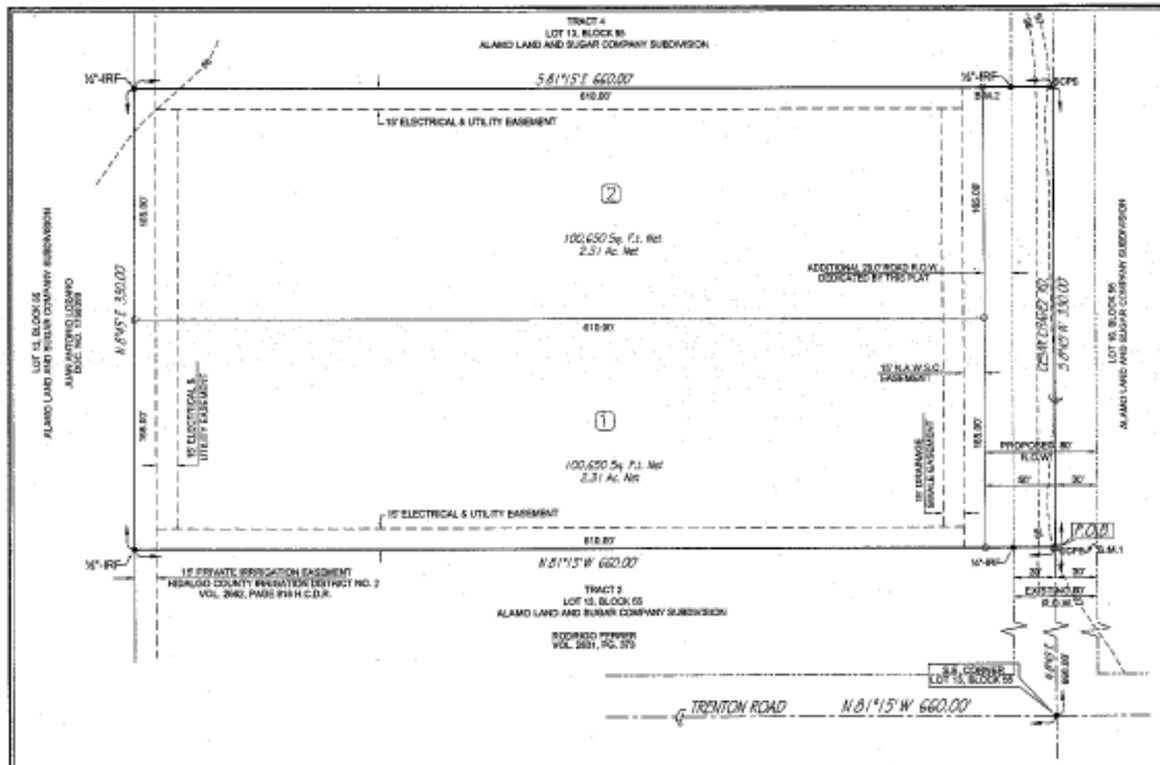
The proposed subdivision plat will dedicate twenty (20) feet on Cesar Chavez Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Cesar Chavez 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 13, 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 **August 26, 2008**.



SCALE: 1"=100'

LEGEND

●	IRON ROD FOUND
○	IRON ROD SET
R.O.W.	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
U.E.	UTILITY EASEMENT
E.	PROPERTY LINE
L	LOT LINE
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORPORATION
Esmt.	EASEMENT

METES AND BOUNDS DESCRIPTION

A 5.08 Acres of land situated in Hidalgo County, Texas and being out of Lot 13, Block 55, of the ALAMO LAND AND SUGAR COMPANY SUBDIVISION, as per map recorded in Volume 1, Pages 24 through 26, of the Hidalgo County Map Records, said said 5.08 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a cotton picker spindle set on the East line of Lot 13 for the Southeast corner of said tract herein described, said cotton picker spindle also being located in the centerline of Cesar Chavez Road and bears North 08° 45' East, 658.0 feet from the Southeast corner of Lot 13;

THENCE, North 81° 15' West, with a line that is parallel to the south line of said Lot 13, at a distance of 33.00 feet pass a ½"-inch iron rod found for reference on the West right of way line of Cesar Chavez Road, and continuing for a total distance of 660.0 feet to a 1/2 inch iron rod found for the Southwest corner of said tract herein described;

THENCE, North 08° 45' East, 330.00 feet with a line that is parallel to the East line of said Lot 13 to a ½-inch iron rod found for the Northwest corner of said tract herein described;

THENCE, South 81° 15' East, with a line that is parallel to the South line of said Lot 13, at a distance of 650.00 feet pass a ½-inch iron rod found for reference on the on the West right of way line of Cesar Chavez Road, and continuing for a total distance of 658.00 feet to a cotton picker spindle set for the Northeast corner of said tract herein described;

THENCE, South 08° 45' West, 330.00 feet, with the East line of said Lot. 13, and with the centerline of said Cesar Chavez Road to the POINT OF BEGINNING and containing 5.00 acres more or less.



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, ARTURO GARCIA JR., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

ARTURO GARCIA, JR., PE #89550 — DATE
ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4520
MCALLEN, TEXAS 78502
PHONE: (956) 630-3340
FAX: (956) 609-3868

STATE OF TEXAS
ARTURO GARCIA JR.
89550
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREIN DESCRIBED.

REYNALDO ROBLES R.P.L.S. #4652 — DATE
DATE SURVEYED:
ROBLES & ARREGUIN, PLLC
P.O. BOX 476
WESLACO, TEXAS 78599-0476
(956)968-3422

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

CHAIRPERSON, PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED NOTARY PUBLIC, **RAMON REYES** AND **GLORIA M. REYES** PERSONALLY APPEARED AND PROVED, THROUGH THEIR DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, FURTHERMORE, AFTER BEING DULY SWORN BY ME, THEY DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.
ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED: THIS THE_____ DAY OF _____, 2026.

NOTARY PUBLIC FOR THE STATE OF TEXAS — MY COMMISSION EXPIRES ON:_____

STATE OF TEXAS
COUNTY OF HIDALGO

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §212.010(b)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF "FRANCO REYES'S ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS' COURT ON THIS THE_____ DAY_____, 2026.

ATTEST:_____ — HIDALGO COUNTY CLERK
HIDALGO COUNTY JUDGE
DATE:_____ — DATE:_____

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORDING AT_____O'CLOCK____M. ON THE_____DAY, OF_____, 2026. I FURTHER CERTIFY THAT THIS AFORGAINSTORED PLAT WAS RECORDED IN VOLUME_____, PAGE(S)_____ OF THE MAP RECORDS OF HIDALGO COUNTY AT_____A.P.M. ON THE_____OF_____, 2026.

_____
HIDALGO COUNTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 , On This _____ DAY OF _____, 2026, A.D.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHT-OF-WAYS OR EASEMENTS.

_____ — ATTEST:_____
PRESIDENT H.C.I.D. No. 2 — SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 — BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ — _____
MAYOR - CITY OF EDINBURG — DATE

ATTEST:

BY:_____
MYRA L. AYALA GARZA, CITY SECRETARY

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF "FRANCO REYES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO RIGHT OF WAY DEPARTMENT ON_____, 2026.

_____ — _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF "FRANCO REYES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____, 2026.

_____ — _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY: FRANCO REYES ACRES SUBDIVISION IS LOCATED IN WEST HIDALGO COUNTY AT 660 FEET NORTH FROM THE INTERSECTION OF TRENTON ROAD AND CESAR CHAVEZ ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (SCALE 1 INCH = 200 FEET), FRANCO REYES ACRES SUBDIVISION LIES APPROXIMATELY 1.5 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO MILE EXTRATERRITORIAL JURISDICTION (E.T.J.) JURISDICTION. DEVELOPMENT DOES LIE WITHIN THE E.T.J. OF EDINBURG.

GENERAL PLAT NOTES & RESTRICTIONS

1. **FLOOD ZONE STATEMENT:** FLOOD ZONE DESIGNATION: **ZONE "B"**
AREAS WITHIN 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; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER: 480334 0455 C
MAP REVISED: NOVEMBER 16, 1982.

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

2. **MINIMUM BUILDING SETBACK LINES:**
FRONT: 50 FEET.
REAR: 10 FEET OR EASEMENT WIDTH WHICHEVER IS GREATER IN ALL CASES
SIDE: 5 FEET OR EASEMENT WIDTH WHICHEVER IS GREATER IN ALL CASES

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 BE SUBJECT PLANNING DEPARTMENT AND THE BANSVILLE APPROVAL) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT FOR NEW CONSTRUCTION.

4. **MINIMUM FINISH FLOOD NOTE:**
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL 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 OF DEVELOPMENT PERMIT APPLICATION.

5. **BENCHMARK NOTE:**
BM 1: SET NAIL IN POWER POLE LOCATED AT SOUTH-EAST CORNER OF SAID PROPERTY 0'N WEST RIGHT-OF-WAY. ELEVATION=53.05 (N.G.V.D. 1929)
BM 2: ON THE TOP OF IRON ROD LOCATED AT NORTHEAST CORNER OF SAID PROPERTY 0N WEST RIGHT-OF-WAY. ELEVATION=54.87 (N.G.V.D. 1929) .

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 4,782 CUBIC FEET, 0.1098 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS, BY DEPRESSED YARD AREAS AT FRONT AND REAR OF LOT AS HEREIN INDICATED.

7. **DRAINAGE SWALE EASEMENTS NOTE:**
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH OWN-LOT 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. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. **ON-SITE SEWAGE FACILITIES (OSSF) NOTE:** THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
BEACH LOT OR TRACT PLAT COMPLIES WITH THE MINIMUM 0.50 ACRE LOT AREA WITH POTABLE WATER SUPPLY
CLOSED SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
B.(1)(C), (4)(A),(7)(D) 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. TYE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM BASED ON SITE VISITS AND SOIL REPORT INFORMATION DATE MARCH 3, 2001.
E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9. **RAMON REYES AND GLORIA M. REYES** - THIS OWNERS IS SUBDIVIDING "FRANCO REYES ACRES SUBDIVISION". SETBACK AS EASEMENT UPON BACKLOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

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

11. NO PERMANENT STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, DRIVEWAYS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES IN MATURE HEIGHT, GRASS, GROUND COVER OR FLOWERS) AND OTHERS OBSTACLES AFFECTING THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICAL 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 15.0 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, AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY & STATE STANDARDS.

14. DRIVEWAY ENTRANCES WITH CURBINTS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.

15. A 5.0 FOOT SIDEWALK WITH ADA RAMPS ARE REQUIRED ALONG CESAR CHAVEZ ROAD AT TIME OF BUILDING PERMIT STAGE.

16. 100% OF FARMLAND FEE HAS BEEN PAID BY THE DEVELOPER.

17. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

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 property 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 where 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 shall, 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 relocating said water line as may be necessary to cater the road improvements, and said easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

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

This easement conveyed herein was obtained in improved through Federal financial assistance. Title 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 association 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 THIS SAID GRANTOR EXECUTED THE INSTRUMENT THIS ____ DAY OF _____, 2026.

_____

STATE OF TEXAS
COUNTY OF HIDALGO

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	FAX
OWNER(S):	RAMON REYES	4113 S. CESAR CHAVEZ RD.	EDINBURG, TEXAS 78539		
ENGINEER:	ARTURO GARCIA JR.	710 SAN JUAN	MCALLEN, TEXAS 78501	(956) 630-3340	(956) 609-3868
SURVEYOR:	REYNALDO ROBLES	1000 S. 10TH ST.	MCALLEN, TEXAS 78501	(956) 968-3422	(956) 968-3422

SHEET 1 — INDEX-Cover sheet, Metes and Bounds description, Location Map and Certificates
SHEET 2 — Final Subdivision Layout, Notes, & Boundary Closure Data

Final Engineering Report, including Description of Water and Sanitary Sewer Systems Layout, Legend, Computation of Drainage and Wastewater loading, Map of Topography and Engineering Flood Certification, Soil Evaluation, Subdivision certificate & statements, Resolution Notes Prepared by: Arturo Garcia Engineering PLLC, Sheet Number

DATE: SEPTEMBER 25, 2026

PROJECT NAME:	FRANCO REYES SUBDIVISION
PROJECT LOCATION:	HIDALGO COUNTY, TEXAS
ITEMS NOTE:	SUBDIVISION PLAT
REVISIONS	
DRAWN BY: A.G.	CHECKED BY: A.G.
PROJECT NO: 2026-01	SHEET: 1 - 2

ARTURO GARCIA ENGINEERING SERVICES, PLLC — TBPE FIRM REGISTRATION #F-19355

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: September 2, 2008

RE: **Lantana Ranch Subdivision – Pct. 3**
Final Approval

Lantana Ranch Subdivision is a five (5) lot subdivision located on the Southeast corner of Mile 3 Road and Volcano Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 7, 2005. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Pablo Pena, PE and approved by the 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 Mile 3 Line 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 March 11, 2008. 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 **August 26, 2008**.

LANTANA RANCH SUBDIVISION

A TRACT OF LAND CONTAINING 0.95 ACRES, BEING A PART OR PORTION OF PORTION 77 AND OUT TRACT No. 7 DESCRIBED IN A DEED RECORDED IN VOLUME 2688, PAGE 564, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ALSO BEING A PART OR PORTION OF HOMEVILLE SUBDIVISION "A", RECORDED IN VOLUME D, PAGES 23-25, MAP RECORDS, HIDALGO COUNTY, TEXAS. SAVE AND EXCEPT A 2.341 ACRES OF LAND DEDICATED TO THE STATE OF TEXAS DESCRIBED IN DOCUMENT NO. 1930461, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTES AND BOUNDS

A 5.95 ACRE TRACT OF LAND OUT OF A SOUTHERLY PORTION OF TRACT 7 IN PORTION 77 OUT OF THAT HECTOR CORTEZ TRACT, AS DESCRIBED IN VOLUME 2688 PAGE 564 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS SAID 5.95 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SHC AND ONE-HALF (1-1/2) INCH DIAMETER IRON PIPE FOUND AT THE SOUTHWEST CORNER OF TRACT 7 OF SAID HECTOR CORTEZ FOR THE SOUTHEAST CORNER HEREOF;

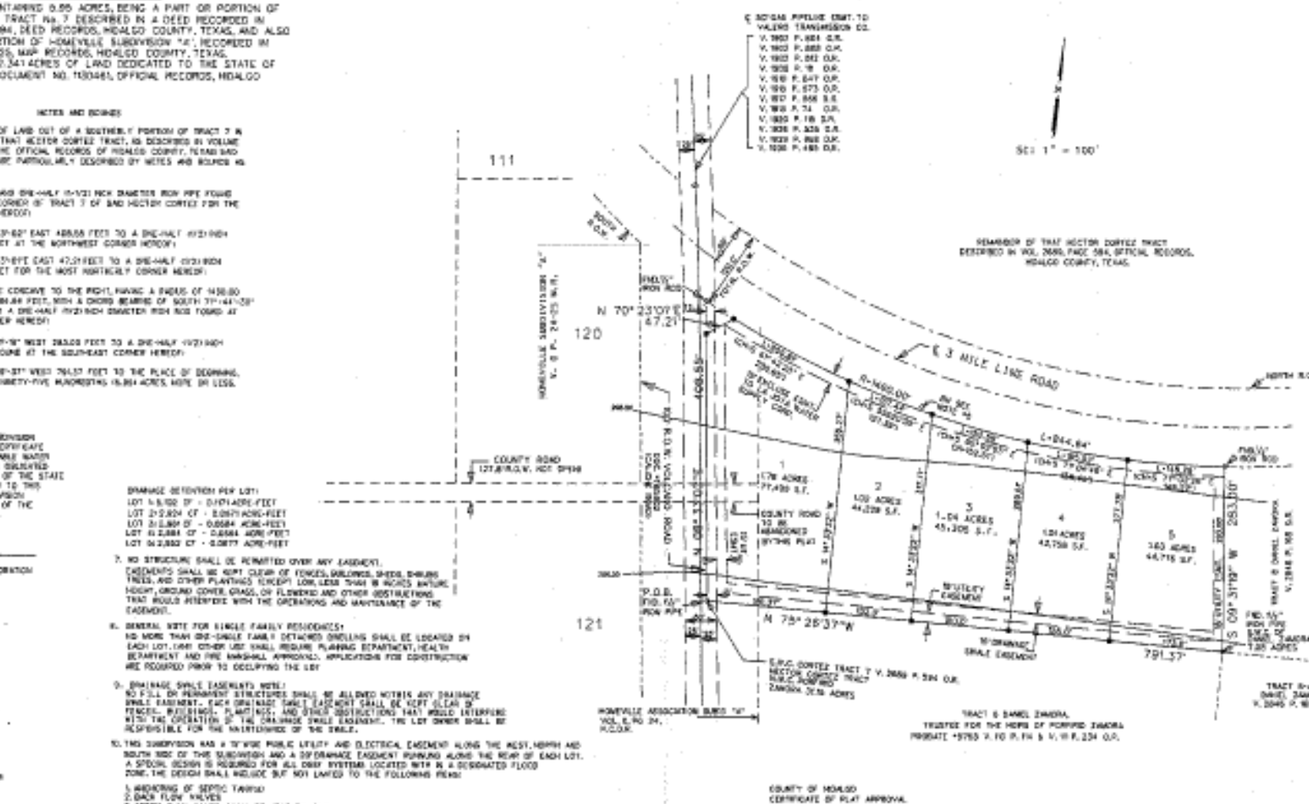
THENCE NORTH 04°-23'-02" EAST 488.68 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD SET AT THE NORTHWEST CORNER HEREOF;

THENCE NORTH 70°-23'-01" EAST 47.21 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD SET FOR THE MOST NORTHERLY CORNER HEREOF;

THENCE WITH A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 1450.00 FEET A LENGTH OF 784.84 FEET, WITH A CHORD BEARING OF SOUTH 77°-41'-39" EAST 784.26 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND AT THE NORTHEAST CORNER HEREOF;

THENCE SOUTH 89°-37'-19" WEST 283.00 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON PIPE FOUND AT THE SOUTH-EAST CORNER HEREOF;

THENCE NORTH 79°-28'-37" WEST 791.37 FEET TO THE PLACE OF BEGINNING, CONTAINING FIVE AND NINETY-FIVE HUNDREDTHS (5.95) ACRES, MORE OR LESS.



FRANCISCO FLORES, HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER POTABLE WATER SUPPLY FOR THE LANTANA RANCH SUBDIVISION 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 ALL AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THE 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.

FRANCISCO FLORES - MANAGER
LA JOYA WATER SUPPLY CORPORATION

GENERAL NOTES:

1. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 50.00 FEET
SIDE ON VIOLADO ROAD: 25.00 FEET
SIDES: 6.0 FEET OF EASEMENT WHICHEVER IS GREATER
REAR: 30.00 FEET

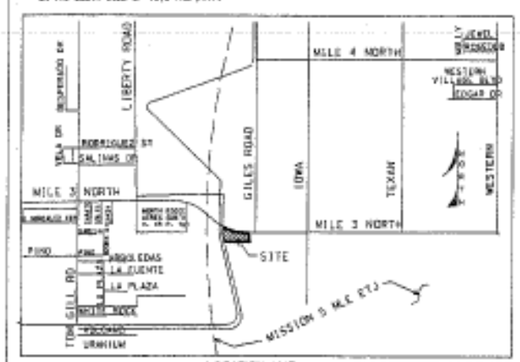
2. MINIMUM FINISH FLOOR HEIGHT:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. NO 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. ON 1 - BENCH-MARK ELEVATION 27.07 (U.S.G.S. DATUM) A 60-D NAIL IN BASE OF POWER POLE LOCATED 470 FEET WEST AND 45.30 FEET SOUTH FROM THE NORTHEAST CORNER OF LOT 5 OF SUBJECT PROPERTY OF LANTANA RANCH SUBDIVISION.

5. FLOOD ZONE DESIGNATION: ZONE "C" (COMMUNITY PANEL NUMBER 480334 0400 C MAP REVISED NOVEMBER 16, 1982)
ZONE "C" - AREAS OF MINIMAL FLOODING (NO SHADING)
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

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 DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH RETENTION AREA ON THE SOUTH SIDE OF THIS PROPERTY.



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

LANTANA RANCH SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, IN TRACT 7 IN PORTION 77, OUT OF THAT HECTOR CORTEZ TRACT, 1/2 MILE WEST OF IOWA ROAD, ON THE SOUTH SIDE OF MILE 3 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF PENITAS (POPULATION OF 1,182 - 2000 CENSUS). LANTANA RANCH SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE DETENTION PER LOT:
LOT 1: 5,100 SF = 0.1171 ACRE-FEET
LOT 2: 5,824 CF = 0.0971 ACRE-FEET
LOT 3: 2,369 SF = 0.0884 ACRE-FEET
LOT 4: 2,884 CF = 0.0884 ACRE-FEET
LOT 5: 2,932 CF = 0.0877 ACRE-FEET

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. EACH OTHER LOT SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

9. 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.

10. THIS SUBDIVISION HAS A 5' WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE WEST, NORTH AND SOUTH SIDE OF THIS SUBDIVISION AND A 20' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF EACH LOT. A SPECIAL DESIGN IS REQUIRED FOR ALL ONSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANKS
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF TO ALL LOTS.

4. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.

5. EACH LOT IN THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

6. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

7. 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.

8. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

13. HECTOR CORTEZ... THE OWNER & SUBDIVIDER OF LANTANA RANCH 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.

14. 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.

15. 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 AT EASEMENT.

16. 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, MOVING, 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. 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.

18. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT IS SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LOT 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 PURCHASING OF THIS SOLUTION.

19. CLEARANCES FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDED PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	HECTOR CORTEZ	P.O. BOX 2560	MISSION, TX 78573	956-581-5200
ENGINEER:	JESSE MARIO GARCIA, P.E.	2201 NORTHGATE DR.	MCALLEN, TEXAS 78501	(956) 975-0877
LAND PLANNER:	VANGUARD ENGINEERING	2201 NORTHGATE DRIVE	MCALLEN, TEXAS 78501	(956) 975-0877

DATE OF PREPARATION: DECEMBER 2007

VANGUARD ENGINEERING
2201 NORTHGATE DRIVE
MCALLEN, TX. 78596
(956) 975-0877

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
WE, HECTOR CORTEZ AND VIRGINIA G. CORTEZ OWNERS OF THE 5.95± ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "LANTANA RANCH SUBDIVISION", HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREON.
WE CERTIFY THAT WE 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 REQUIREMENTS OF STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS BY SEPTIC TANKS 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.
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

HECTOR CORTEZ — DATE
P.O. BOX 2560
MISSION, TX 78573

VIRGINIA G. CORTEZ — DATE
P.O. BOX 2560
MISSION, TX 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HECTOR CORTEZ AND VIRGINIA G. CORTEZ PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2008

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

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: _____

THIS PLAT OF LANTANA RANCH 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 THE _____ DAY OF _____, 2008

CHAIRMAN

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0065 (c) AND § 212.0115(b)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE LANTANA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON _____.

MAYOR OF THE CITY OF MISSION — DATE

ATTEST: _____
SECRETARY OF THE CITY OF MISSION — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROGELIO LUIS GUTIERREZ, 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.

ROGELIO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2781
2900 SAN JOSE
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, VICTOR HUGO GARCIA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

VICTOR HUGO GARCIA, P.E. — DATE
LICENSED PROFESSIONAL ENGINEER NO. 90867
VANGUARD ENGINEERING
2201 NORTHGATE DR.
MCALLEN, TX 78596
(956) 850-6211

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LANTANA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LANTANA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

HIDALGO COUNTY ASSISTANT SANIT. INSPECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.0061(A)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE LANTANA RANCH SUBDIVISION 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

SHEET 1 OF 3

INDEX TO SHEET OF LANTANA RANCH SUBDIVISION

SHEET 1	METES AND BOUNDS DESCRIPTION AND CIVIL ENGINEERING CONTACTS; PLAT NOTES, GENERAL NOTES AND ADDITIONAL RESTRICTIONAL DETAILS; SUBDIVISION LAYOUT; LOCATION MAP; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; SURVEYOR'S CERTIFICATION; COUNTY OF HIDALGO CERTIFICATE OF PLAT APPROVAL; HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE OF PLAT APPROVAL; CITY OF MISSION CERTIFICATE OF PLAT APPROVAL; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; COUNTY CLERK'S RECORDING CERTIFICATE
SHEET 2	WATER DISTRIBUTION AND SEWERAGE SYSTEMS PLAN-VIEW, ENGINEERING REPORT (DESIGN AND SPECIFICATIONS) - INCLUDING DESCRIPTION OF WATER AND WASTE WATER FACILITIES AND SERVICES, ESTIMATED POPULATION TO BE SERVED, ESTIMATED WATER AND SEWER DEMAND, FIRE-FLOW, SEWERAGE COLLECTION, TREATMENT AND DISPOSAL, WATER SERVICE CONNECTIONS, OWNER'S NOTARIZED CERTIFICATION AND ATTESTATION
SHEET 3	DRAINAGE REPORT - INCLUDING DESCRIPTIONS OF EXISTING AND PROPOSED DRAINAGE FACILITIES AND OF UNDERGROUND AND SURFACE, AND ENGINEER'S CERTIFICATION; SYSTEM-WIDE 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: September 2, 2008

RE: **Hutton No. 7 Subdivision– Pct. 3**
Final Approval

Hutton No. 7 Subdivision is a two (2) commercial lot subdivision located on the Southeast corner of Mile 7 North Road and La Homa Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 08, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

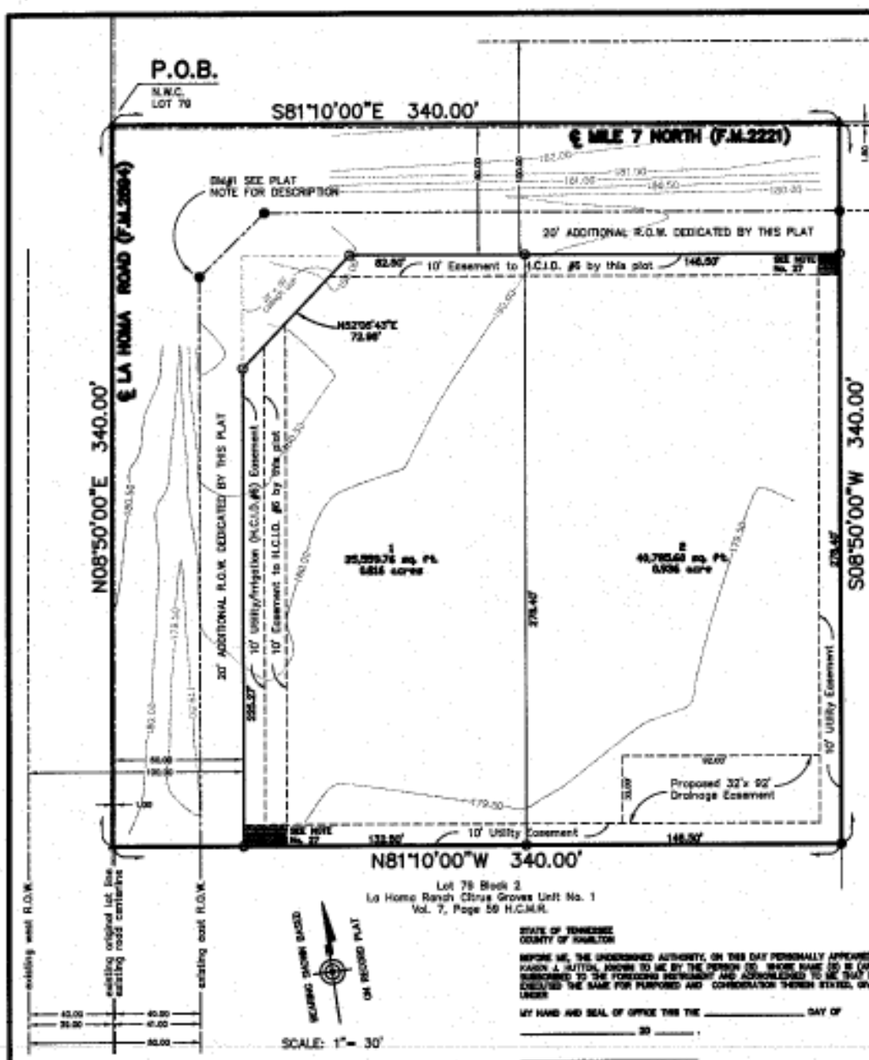
The proposed subdivision plat will dedicate twenty (20) feet on Mile 7 North Road and twenty (20) feet on La Homa Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Mile 7 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.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **August 26, 2008**.



LEGEND

▲ = FD. COTTON-PICKER SPINDLE
○ = SET 1/2 INCH IRON ROD
● = FD. 1/2 INCH IRON ROD

THIS PLAN IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 6 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.

PRESIDENT _____ DATE _____

SECRETARY _____ DATE _____

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 VERIFY THAT THE DESIGN OF DRAINAGE FACILITIES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE ENGINEER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

DISTRICT MANAGER _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE _____ DAY OF _____, 20__

REGISTERED PROFESSIONAL SURVEYOR
JOSE MARIO GONZALEZ R.P.L.S. – RIO DELTA SURVEYING
5207 MATEO ESCOBAR
MONTE ALTO, TEXAS 78538
TEL: 956-380-5154 FAX: 956-380-5156
NO. 6001 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE _____ DAY OF _____, 20__

LICENSED PROFESSIONAL ENGINEER
CARLOS GARZA P.E. – AEC ENGINEERING, L.L.C.
P.O. BOX 480
EDINBURG, TEXAS 78540
TEL: 956-380-5248 FAX: 956-380-8110
NO. 83900 STATE OF TEXAS

STATE OF TENNESSEE
COUNTY OF HAMILTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KAREN J. HUTTON, 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 PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER

MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.010(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF " THE HUTTON SUBDIVISION No. 7 " WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF THE CITY OF MISSION _____ DATE _____

ATTEST _____ DATE _____
CITY SECRETARY

THIS PLAT OF " THE HUTTON SUBDIVISION No. 7 " HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SAID COMMISSION.

DATED THIS _____ DAY OF _____, 2008

CHAIRMAN

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE HUTTON SUBDIVISION NO. 7 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____.

HIDALGO COUNTY JUDGE _____ DATE _____

HIDALGO COUNTY CLERK _____ DATE _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, KAREN J. HUTTON, AS OWNER (S) OF THE 2.654 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED THE HUTTON SUBDIVISION NO. 7, 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 §230.032 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.

KAREN J. HUTTON – CHIEF MANAGER OF
HUTTON REAL PROPERTY TEXAS LLC
GENERAL PARTNER OF
HUTTON CEI DEVELOPMENT LP
A TEXAS LIMITED PARTNERSHIP
736 CHERRY STREET
CHATTANOOGA, TENNESSEE 37402

_____ DATE _____

SUBDIVISION PLAT OF

The Hutton Subdivision No. 7

BEING A RESUBDIVISION OF 2.654 ACRES OUT OF LOTS 78 & 79, BLOCK 2, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, HIDALGO COUNTY TEXAS, AS PER VOLUME 7, PAGE 59, AS RECORDED IN THE MAP RECORDS OF HIDALGO COUNTY

2 Commercial Lots

Plat Scale: 1"=30' – Prepared May 1, 2008

JOB # 1020.005

AEC ENGINEERING, LLC.
Agricultural * Environmental * Civil
P.O. Box 480 Edinburg, Texas 78540
Office (956) 380-8999 Fax (956) 380-8110
www.aecengineering.net

PRINCIPAL CONTACTS

	NAME	ADDRESS	PHONE	FAX
OWNER :	KAREN J. HUTTON	736 CHERRY STREET CHATTANOOGA, TENNESSEE 37402	423-643-9222	423-664-7100
ENGINEER :	CARLOS GARZA	P.O. BOX 480 EDINBURG, TX 78540	956-380-5248	956-380-8110
SURVEYOR :	JOSE MARIO GONZALEZ	5207 MATEO ESCOBAR MONTE ALTO, TX 78538	956-380-5154	956-380-5156

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES :

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION ZONE "X"

ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0260 D EFFECTIVE DATED JUNE 6, 2000

2. SETBACKS:
FRONT (MILE 7 or LA HOMA): 50 FEET OR ESMT. WHICHEVER IS GREATER
REAR: 15 FEET OR ESMT. WHICHEVER IS GREATER
SIDE: 6 FEET OR ESMT. WHICHEVER IS GREATER
SIDE (LA HOMA): 10 FEET OR ESMT WHICHEVER IS GREATER

4. MINIMUM FINISHED FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 12" ABOVE THE CENTER LINE OF STREET 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 TYPE AND PORT CONSTRUCTION FINISH FLOOR ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARK ARE LOCATED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:

—•BM. NO.1—• ELEV. 100.65 NAVD. BM DESCRIPTION: TOP OF 5/8 " IRON ROD LOCATED AT THE SOUTHEAST EXISTING CORNER CLIP @ THE INTERSECTION OF LA HOMA ROAD (F.M. 2061) AND MILE 7 NORTH (F.M. 2221).

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 2,003 CUBIC-FEET (0.05 ACRE-FEET) OF STORM WATER RUNOFF FOR LOT 1 (1,223 C.F. / 0.028 AC.-FEET), DRAINAGE IN SECTION IS ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS (SEE SHEET No.2 FOR STORM SEWER IMPROVEMENTS):

7. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT OBSTRUCTIONS 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 HINDER THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REQUIREMENTS. PRIOR TO CONSTRUCTION, THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

9. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.

10. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 31,700 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

11. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

12. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

13. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

15. KAREN J. HUTTON, THE OWNER & SUBDIVIDER OF THE HUTTON SUBDIVISION NO. 7, HEREBY 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.

16. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LOW PLANTINGS), AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

17. EACH PURCHASER 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.

18. ALL PUBLIC STREETS SHOWN/SITE DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 70.00 FEET, 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.

19. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL 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. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLANS ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

20. GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 1 & 2 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 & 2 ARE FOR NONRESIDENTIAL USE THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR SALE. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOTS.

21. IF LOTS ARE USED FOR COMMERCIAL PURPOSES THE PREVAILING PARTY SHALL REVISE AND APPROVE OF SITE PLAN WHEN WILL INDICATE AND SHOW HOW THE LOTS ARE LATED TO ACCESSIBILITY TO LA HOMA ROAD AND MILE 7.
CROSS-ACCESS AGREEMENT TO ALLOW OTHER LOTS, RESIDENTIAL DEVELOPMENTS, FENCE SHIFTERING, FIRE HYDRANTS AND PAVED FIRE LANES.

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

18. TxDOT DRIVEWAY/ENTRANCE PERMITS ARE REQUIRED FOR LOTS 1 & 2 PRIOR TO THE CONSTRUCTION OF DRIVEWAY/ENTRANCE ON TO BOTH F.M. 2221 (MILE 7 NORTH) AND F.M. 2061 (LA HOMA ROAD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DRIVEWAY AND/OR BUILDING PERMIT.

19. A PERPETUAL CROSS-ACCESS EASEMENT SHALL BE PROVIDED TO THE ADJOINING PROPERTIES VIA PAVED ENTRANCE TO THE ABUTTING DRIVEWAY.

20. A 5' SIDEWALK SHALL BE CONSTRUCTED ALONG BOTH MILE 7 NORTH (F.M. 2221) AND LA HOMA ROAD (F.M. 2061) AT BUILDING PERMIT STAGE.

21. WATER SERVICE INSTALLATION FOR THIS SUBDIVISION SHALL BE BORED ACROSS MILE 7 NORTH BY OTHERS (SHARYLAND WATER SUPPLY CORPORATION). SAID SERVICES SHALL BE TAPPED FROM AN EXISTING 2.5"S.D.R. 9" WATER LINE LOCATED ON THE NORTH SIDE OF MILE 7 NORTH.

22. LOT 1 SEPTIC DRAIN FIELD AREA SHALL BE DETERMINED UPON SUBMITTION OF ENGINEERED SITE PLAN AND OSSF DESIGN AT BUILDING PERMIT STAGE.

23. ANY PROPOSED DRIVEWAY/ENTRANCE CONSTRUCTION WITHIN OR ALONG TxDOT RIGHT-OF-WAYS SHALL CONFORM TO THE "TxDOT ACCESS MANAGEMENT MANUAL". DRIVEWAY/ENTRANCE PERMIT SHALL BE REQUIRED AND SHOULD BE APPROVED BY WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION.

24. ANY PROPOSED UTILITY CONSTRUCTION WITHIN OR ALONG TxDOT RIGHT-OF-WAYS SHALL REQUIRE TxDOT ELECTRONIC "LAY UTILITY INSTALLATION REQUEST). FINAL TxDOT APPROVAL IN WRITING SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

25. NO DIRECT ACCESS TO LOT 1 SHALL BE PERMITTED FROM MILE 7 NORTH ROAD (F.M. 2221).

26. AREAS WHERE UTILITY EASEMENTS & IRRIGATION EASEMENTS CROSS SHALL BE CONSIDERED UTILITY & IRRIGATION EASEMENTS.

27. IF NECESSARY, THE LOT OWNER HEREBY GRANTS H.C.I.D. #6 SURFACE USE OF THE AREA ADJACENT TO H.C.I.D. #6 IRRIGATION EASEMENTS FOR REPAIR PURPOSES AS TO NOT MATERIALLY INTERFERE WITH ANY BUSINESS OPERATIONS ON THE LOTS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE HUTTON SUBDIVISION NO. 7 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 THE HUTTON SUBDIVISION NO. 7 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

COUNTY CLERK'S RECORDING CERTIFICATE:

I, _____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD

AT ____ O'CLOCK ____ ON _____, _____ AND

WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT

RECORDS OF HIDALGO COUNTY AT ____ O'CLOCK ____ ON

_____, _____.

NO.	SHEET	REVISION	DATE	APPROVED



LOCATION MAP

SCALE: 1"=1000'

PREPARED BY :

AEC ENGINEERING, LLC.
Agricultural * Environmental * Civil
P.O. Box 480 Edinburg, Texas 78540
Office (956) 380-8999 Fax (956) 380-8110
www.aecengineering.net

DATE PREPARED : MAY 01, 2008

DATE SURVEYED : APRIL 30, 2008

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

THE HUTTON SUBDIVISION NO. 7 IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 3 ON THE WEST SIDE OF HIDALGO COUNTY ON THE SOUTHEAST CORNER OF THE INTERSECTION OF MILE 7 NORTH ROAD (F.M. 2221) AND LA HOMA ROAD (F.M. 2061). THE ONLY NEARBY INCORPORATED IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF SECRETARY OF THE CITY OF MISSION (POPULATION 42,172). THE HUTTON SUBDIVISION NO. 7 LIES APPROXIMATELY 4 MILES FROM THE CITY LIMITS OF MISSION AND IS WITHIN THE CITY'S 3 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

PLAT SHEET 1 OF 2

METES AND BOUNDS DESCRIPTION

A 2.654 ACRE TRACT OF LAND, MORE OR LESS OUT OF LOTS 78 & 79, BLOCK 2, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 59, AS SHOWN IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HEREBY MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF MILE 7 NORTH ROAD (F.M. 2221) FOR THE NORTHWEST CORNER OF LOT 78 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, SOUTH 81 DEGREES, 10 MINUTES EAST, ALONG THE NORTH LINE OF LOTS 78, BLOCK 2 PARALLEL TO AND 1.80 FEET NORTH OF THE CENTERLINE OF MILE 7 NORTH ROAD (F.M. 2221), A DISTANCE OF 340.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 08 DEGREES, 50 MINUTES WEST, PASSING AT 1.80 FEET THE CENTERLINE OF MILE 7 NORTH ROAD (F.M. 2221), PASSING A 1/2 INCH IRON ROD 24 INCHES IN LENGTH FOUND AT 40.80 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 7 NORTH ROAD (F.M. 2221), A TOTAL DISTANCE OF 340.00 FEET TO A 1/2 INCH IRON ROD 24 INCHES IN LENGTH SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, NORTH 81 DEGREES, 10 MINUTES WEST, PASSING A 1/2 INCH IRON ROD 24 INCHES IN LENGTH SET FOR THE EAST RIGHT OF WAY LINE OF LA HOMA ROAD (F.M. 2061), PASSING AT 308.50 FEET THE CENTERLINE OF LA HOMA ROAD (F.M. 2061), A TOTAL DISTANCE OF 340 FEET TO A COTTON PICKER SPINDLE FOUND ON THE WEST LINE OF LOT 79 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 08 DEGREES, 50 MINUTES EAST, ALONG THE WEST LINE OF LOT 79, PARALLEL TO AND 1.0 FEET WEST OF THE CENTERLINE OF LA HOMA ROAD (F.M. 2061), A DISTANCE OF 340.00 FEET TO THE POINT OF BEGINNING.

INDEX TO SHEETS OF THE HUTTON SUBDIVISION NO. 7

SHEET 1	HEADING, BRIEF LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, PLAT NOTE LIST, STREETS, AND EASEMENT DEDICATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, CITY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DEMARCATE THE PROJECT IS WITHIN THE ETJ, H.C.I.D.#6 CERTIFICATION, IRRIGATION DISTRICT CERTIFICATE OF APPROVAL, RIGHT OF WAY CERTIFICATION, NOTE CERTIFICATION, REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (SSOF) MAPS, SAMPLE OF LOG BOOK FOR SSOF SYSTEM, TYPICAL WATER SERVICE CONNECTION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL WORK, THE DEVELOPMENT'S MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES.

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: September 2, 2008

RE: **Hacienda Don Damacio Subdivision– Pct. 1**
Final Approval with Financial Guarantee

Hacienda Don Damacio Subdivision is a one (1) lot subdivision located on the North side of Eldora Road approximately 924 feet West from Alamo Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on July 15, 2007. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

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

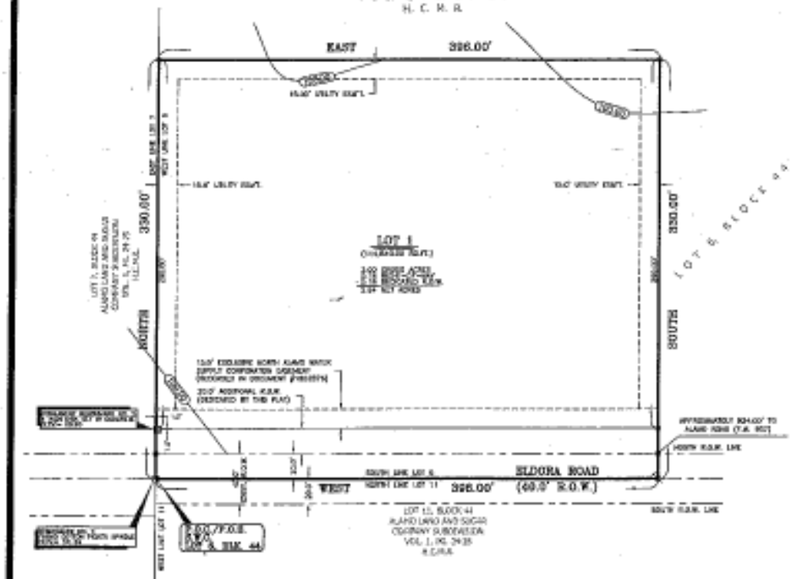
Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Aniceto Izaguirre and approved by the Hidalgo County Environmental Health Department.

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

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

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on April 07, 2008. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $1,300.00 was submitted to the Planning Department and deposited into Escrow Account No. 08-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of one (1) septic tank system.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **August 26, 2008**.



HACIENDA DON DAMACIO

HIDALGO COUNTY, TEXAS.

BEING A 3.0 ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF LOT 6, BLOCK 44, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 24 THRU 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

1. MINIMUM SETBACK LINES FOR SINGLE FAMILY DWELLING DISTRICT:
   FRONT ..... 40.0' OR EASEMENT, WHICHEVER IS GREATER
   REAR ..... 15.0' OR EASEMENT, WHICHEVER IS GREATER
   SIDE ..... 6.0' OR EASEMENT, WHICHEVER IS GREATER
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "B"
   AREAS OF MODERATE FLOODING.
   COMMUNITY PANEL NO. 480334 0425 D
   EFFECTIVE NOVEMBER 15, 1982
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0425 D EFFECTIVE DATE NOVEMBER 15, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES AS OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAINS. CONSTRUCTION OR RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4061 THRU 4127).
3. MINIMUM FINISH FLOOR WIDTH:
   MINIMUM LENGTH FLOOR ELEVATION SHALL BE 18" ABOVE TOP CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE. NO BUILDING PERMIT FOR CONSTRUCTION TO WHICH FIRE AND RESCUE CONSIDERATIONS THERE FLOOR ELEVATIONS ARE ELEVATION CERTIFICATE SHALL BE REQUIRED FOR LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A SCHEDULE FOR PERMIT APPLICATION.
4. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REGULATIONS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL 8.394 AC (UNDER-FEET OR ALTER MORE THAN FEET OF STORM RUNOFF. DRAINAGE RETENTION IS IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON THIS SHEET FOR DRAINAGE DESCRIPTION.
5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT (THERE SHALL BE NO OTHER USE, OTHER THAN A SINGLE FAMILY DWELLING). (APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.)
6. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH MISC BY 18 INCH LONG IRON RODS.
7. NO STRUCTURE SHALL BE CONSTRUCTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, OTHERS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES, MATURE HEIGHT, GROUND COVER), SHRUBS OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. EACH PURCHASER/ 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.
9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
11. BENCHMARK NOTE:
    THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
    B.M. NO. 1 = ELEV.= 101.24. DESCRIPTION: TOP OF FENCE COTTON PICKER SPINDLE LOCATED AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 44, ALAMO LAND & SUGAR COMPANY'S SUBDIVISION. BENCHMARK DATUM IS NAVD 88.
    B.M. NO. 2 = ELEV.= 99.88. DESCRIPTION: TOP OF 4 INCH DISK SET IN CONCRETE LOCATED 1 FOOT SOUTH OF THE PROPERTIES NORTH RIGHT OF WAY LINE OF ELDORA ROAD AND 1 FOOT EAST OF THE WEST PROPERTY LINE. BENCHMARK DATUM IS NAVD 88.
12. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.
13. ALL UTILITY EASEMENTS, ALLEYS, AND RIGHT-OF-WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER CITY REQUIREMENTS.
14. I, JOE MARTINEZ, THE OWNER OF SUBDIVIDER OF HACIENDA DON DAMACIO, REMAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED DROP ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
15. 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.
16. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    SUB SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TEXAS NATURAL RESOURCE CONSERVATION COMMISSION (TNRCC) AND HIDALGO COUNTY HEALTH DEPARTMENT REGULATIONS. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
    B. EACH LOT USES TANK THAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POSSIBLE 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 PLANNING DEPARTMENT AND THEY ARE ALL TYPICAL ON THE CONNET DRAINAGE AND EASEMENTS MAY BE ALTERED. THE DEVELOPER AND HIDALGO COUNTY PLANNING DEPARTMENT AND ENGINEER ARE RESPONSIBLE TO DETERMINE THAT THE LOT IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING PROPOSED LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
17. 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.

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- FOUND COTTON PICKER SPINDLE
- SET NAIL
- R.O.W. = RIGHT OF WAY
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

SCALE: 1" = 50'

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF HACIENDA DON DAMACIO WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 2006.

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 _____, 2006.

_____ HIDALGO COUNTY CLERK — DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF HACIENDA DON DAMACIO 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 HACIENDA DON DAMACIO WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE _____

STATE OF TEXAS
HIDALGO COUNTY IRRIGATION DISTRICT # 2

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON H.C.I.D. # 2 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE H.C.I.D. # 2.

THIS PLAT APPROVED BY HIDALGO COUNTY WATER IMPROVEMENTS DISTRICT No. 3 ON THIS _____ DAY OF _____, 2006.

ATTEST: _____ SECRETARY

_____ PRESIDENT

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

HACIENDA DON DAMACIO IS LOCATED AT THE NORTH SIDE OF ELDORA ROAD APPROXIMATELY 824 FEET WEST OF ALAMO ROAD, ADDORING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 15,076 AS PER CENSUS 2000). HACIENDA DON DAMACIO DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF ALAMO. IT IS WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION OF ALAMO UNDER LOCAL GOVERNMENT CODE 42.021. PRECINCT No.1.

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 ten dollar ($10.00) 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 aforesaid installation, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the aforementioned 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 as long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for as long as the Grantee owns it, whatever is longer.

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

_____ DEVELOPER

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JOE MARTINEZ	P.O. BOX 4195	McALLEN, TEXAS 78502	(956) 781-9253	(956) 000-0000
ENGINEER:	DAVID O. SALINAS	2321 DAFFODIL	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2321 DAFFODIL	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOE MARTINEZ, AS OWNER TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS HACIENDA DON DAMACIO, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREON SHOWN FOR THE PURPOSE OF CONSIDERATION HEREON 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.

_____ — DATE _____
OWNER: JOE MARTINEZ
P.O. BOX 4195
McALLEN, TEXAS 78502

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 _____, 2006.

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

STATE OF TEXAS
CITY OF ALAMO

I THE UNDERSIGNED, MAYOR OF THE CITY OF ALAMO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ — DATE _____
MAYOR

_____ — DATE _____
CITY SECRETARY

STATE OF TEXAS
CITY OF ALAMO

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

_____ — DATE _____
CHAIRPERSON, PLANNING AND ZONING COMMISSION

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 HACIENDA DON DAMACIO 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.

_____ — DATE _____
DAVID OMAR SALINAS, P.E.
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 ON THE GROUND

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

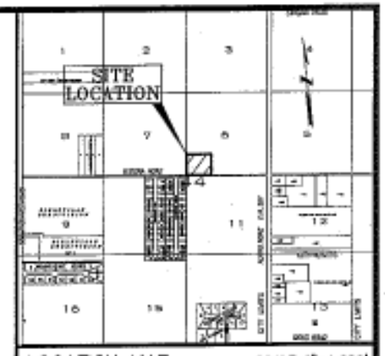
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

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: _____

NO.	SHEET	REVISION NOTES	DATE



LOCATION MAP — SCALE 1"=1,000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2321 DAFFODIL AVENUE - McALLEN, TEXAS 78501
JOB NUMBER 06-01-01420
DATE OF SURVEY: MAY 9th, 2007
DATE PREPARED: JULY 17, 2006
PLAT SHEET 1 OF 2

METES AND BOUNDS DESCRIPTION

BEING A 3.0 ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF LOT 6, BLOCK 44, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGES 24 THRU 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 3.0 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE ON THE SOUTHWEST CORNER OF SAID LOT 6 LOCATED IN THE CENTER OF ELDORA ROAD FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH, CONSIDENT WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 20.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, AT A DISTANCE OF 330.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD SET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, EAST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 396.0 FEET TO A ½ INCH DIAMETER IRON ROD SET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, SOUTH, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 6, A DISTANCE OF 310.0 FEET PASS A ½ INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, AT A DISTANCE OF 330.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH LINE OF SAID LOT 6 LOCATED IN THE CENTER OF SAID ROAD FOR THE SOUTH-EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, WEST, CONSIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 396.0 FEET TO THE POINT OF BEGINNING, CONTAINING 3.0 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE SOUTH 30.0 FEET ARE LOCATED WITHIN ELDORA ROAD RIGHT OF WAY, FOR 0.18 ACRES OF LAND, MORE OR LESS), LEAVING 2.82 NET ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: SURVEY PLAT OF 1.0 ACRE PERFORMED RIO DELTA SURVEYING ON 12/09/1998, JOB NO. RIO 08 1214.
N:\JOBS\2007\3.00\2007

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO AND THE CITY OF ALAMO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON JULY 17, 2006. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

INDEX SHEET OF HACIENDA DON DAMACIO

SHEET 1	
SHEET 2	

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2321 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: September 2, 2008

RE: **Country View Estates Subdivision– Pct. 1**
Final Approval with Financial Guarantee

Country View Estates is a six (6) lot subdivision located approximately 660 feet West of Cummings Road and Midway Road intersection.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 17, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Cummings 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 Raul E. Garcia, PE. and approved by the Hidalgo County Environmental Health Department. There was one existing septic tank and four septic tank systems have been installed, inspected and can be expected to function satisfactorily.

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

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

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on October 23, 2007. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $1,500.00 was submitted to the Planning Department and deposited into Escrow Account No. 08-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of one (1) septic tank system.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **August 26, 2008**.

SUBDIVISION PLAT OF
COUNTRY VIEW ESTATES SUBDIVISION

A 10.00 acre tract of land being all of Lots 3 and 4, Block 2, Re-Subdivision of Blocks 1, 2, 3, 4 and 5, La Donna Plat, as recorded in Volume G, Page 48, Map Records, Hidalgo County, Texas

DATE: APRIL 11, 2007

SCALE: 1"---- 60'

SCALE IN FEET

ENGINEER: R.E. Garcia

R.E. Garcia Associates

PREPARED BY: R.E. GARCIA & ASSOCIATES

116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1081 FAX: 381-1280

METES AND BOUNDS DESCRIPTION FOR A 10.00 ACRE TRACT

A 10.00 acre tract of land being all of Lots 3 and 4, Block 2, Re-Subdivision of Blocks 1, 2, 3, 4 and 5, La Donna Plat, as recorded in Volume G, Page 48, Map Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

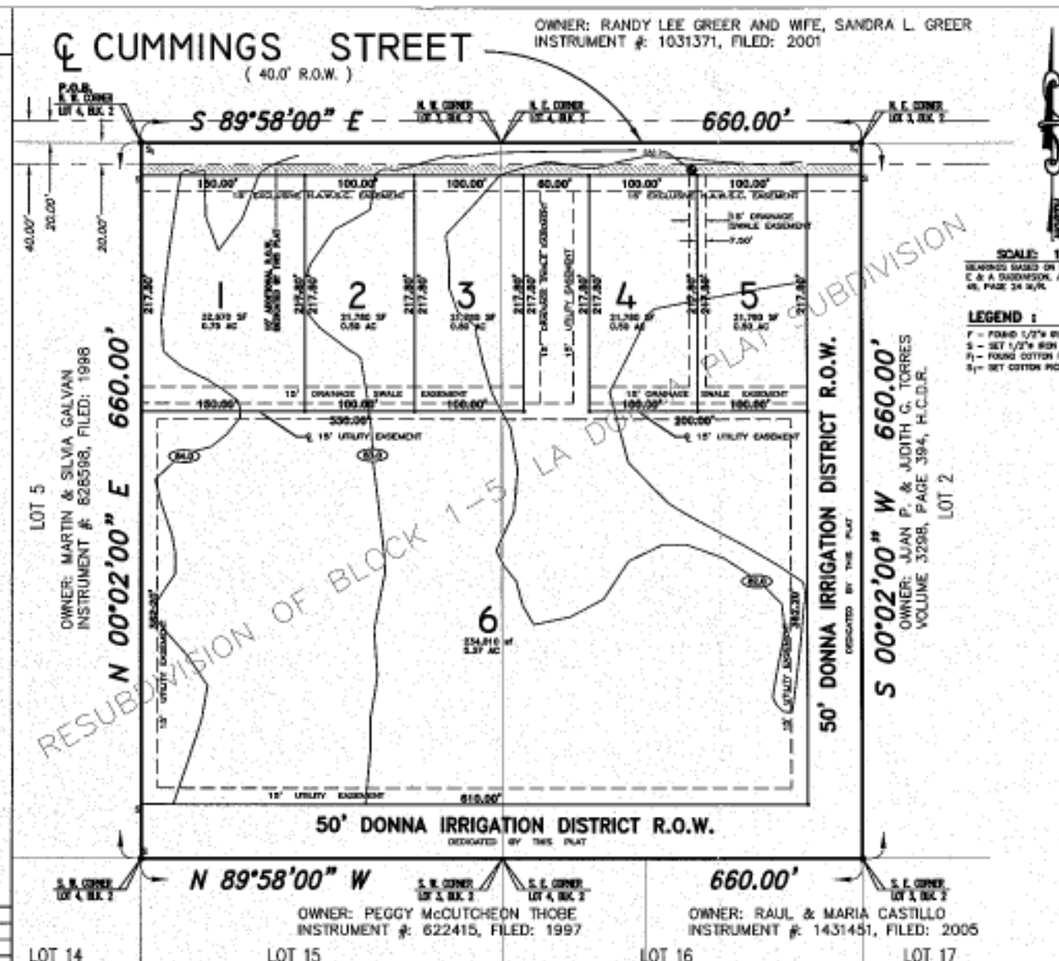
BEGINNING at a set cotton picker spindle on the centerline of Cummings Street being the northeast corner of said Lot 4, Block 2, for the northwest corner of herein described tract.

THENCE S 89° 58' 00" E along said centerline of Cummings Street also being the northline of said Lot 4, Block 2, pass at 330.00 feet a point being the northeast corner of said Lot 4, Block 2, also being the northwest corner of said Lot 5, Block 2, and continuing along the north line of said Lot 3, Block 2, for a total distance of 660.00 feet to a set cotton picker spindle being the northeast corner of said Lot 3, Block 2, for the northeast corner of herein described tract.

THENCE S 00° 02' 00" W along the east line of said Lot 3, Block 2, pass at 210.00 feet a point being the south Right-of-Way line of said Cummings Street and continuing along said east line of Lot 3, Block 2, for a total distance of 660.00 feet to a point being the southeast corner of said Lot 3, Block 2, for the southwest corner of herein described tract.

THENCE N 89° 58' 00" W along the south line of said Lot 3, Block 2, pass at 330.00 feet a point being the southwest corner of said Lot 3, Block 2, also being the southeast corner of said Lot 4, Block 2, and continuing along the south line of said Lot 4, Block 2, for a total distance of 660.00 feet to a set ½" iron rod being the southwest corner of said Lot 4, Block 2, for the southwest corner of herein described tract.

THENCE N 00° 02' 00" E along the west line of said Lot 4, Block 2, pass at 640.00 feet a found one-half inch iron rod being the south Right-of-Way line of said Cummings Street and continuing for a total distance of 660.00 feet to the point of beginning and containing 10.00 acres of land, more or less.



SCALE: 1"=60'

BEARINGS BASED ON RECORD BEARINGS OF: C & A SUBDIVISION, AS RECORDED IN VOL. 48, PAGE 24 M/R.

LEGEND :

F – FOUND 1/2"ø IRON ROD
S – SET 1/2"ø IRON ROD
F_1 – FOUND COTTON PICKER SPINDLE
S_1 – SET COTTON PICKER SPINDLE

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" SHADED
AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0005 C EFFECTIVE DATE: MAY 17, 2001
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE DETERMINED TO BE WITHIN THE 100-YEAR FLOOD PLAIN, COMMUNITY-PANEL NO. 480334 0005 C EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LATEST FLOOD INSURANCE RATE MAP FOR HIDALGO COUNTY, TEXAS AND THAT LESS THAN 2% OF AREA OF THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

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

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 1'0" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MUST BE SUBMITTED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PAD 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 BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCH ELEV. 81.31 N.G.V.D. SET A BRASS DISC SET IN A 1' X 1' CONCRETE BLOCK APPROXIMATELY 0.50 FEET WIDER AND 0.50 FEET WEST OF THE NORTH EAST CORNER OF LOT 4 OF THIS SUBDIVISION.

6. DRAINAGE IS ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 14.700 CUBIC-FEET (0.3446 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IS ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: ONE STREET MILE FOR STORM SEWER IMPROVEMENTS.)

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 HINDER THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. SEWAGE FACILITIES (SEPTIC) 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. EVERY SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WHEN POTABLE WATER SUPPLY.

C. EVERY SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" SYSTEM APPLICATION IS REQUIRED INCLUDING MUNICIPAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

10. SUBDIVIDER, DEVELOPMENT, LP THROUGH JOSE N. SANDOVAL, PARTNER, THE OWNER & DEDICATOR OF COUNTRY VIEW ESTATES SUBDIVISION, RESERVE AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED STEM ON THE LOT AS DESIGNED ON SHEET NO.2 OF THIS PLAN.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, TREES, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, SIZE THAT IS DOWED BEFORE MOVED), WHICH COVER, DRAIN, OR FLOWING) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASER 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. IT SHOWS THE PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER DESCRIBING AN EASEMENT.

14. AN OFF-STREET PARKING LOT SIZE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL DEVELOPMENT, IF NECESSARILY SIZE 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 CURB PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF COUNTRY VIEW ESTATES 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 COUNTRY VIEW ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE: 1" = 2,000'



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

COUNTRY VIEW ESTATES SUBDIVISION IS LOCATED IN SOUTH CENTRAL HIDALGO COUNTY BY R.L.F. BY ON THE NORTH SIDE OF EXPRESS ROAD, APPROXIMATELY 660 FEET WEST OF THE INTERSECTION OF CUMMINGS ROAD & MERRIT ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (VILLAGE), COUNTRY VIEW ESTATES LIES APPROXIMATELY 1/4 MILE FROM THE CITY LIMITS AND IS WITHIN THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.003

INDEX OF SHEETS

No.	DESCRIPTION
1	SEASONS INDEX, LOCATION MAP AND ITS PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DIMENSIONS; NOTES & BOUNDS, SURVEYOR'S & OWNER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; CITY APPROVAL; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; R.L.F.S. APPROVAL; E.L.E.M. APPROVAL; W.C.I.D.#1 APPROVAL/IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (DESIGN AND DRAINAGE INFORMED), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (DESIGN AND STANDS), SAMPLE OF LOT HOME FOR OSSF SYSTEM, TYPICAL WATER SERVICE CONNECTION, SUBDIVISION CERTIFICATE AND STATEMENT
3	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, TYPICAL ROADWAY SECTION, SWALE DETAIL & INLET SECTION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

PRINCIPAL CONTACTS:

NAME:	ADDRESS	CITY & ZIP	PHONE # / FAX #:
OWNER: SANDOVAL DEVELOPMENT, LP.	808 N. 66th, SUITE C	DONNA, 78537	464-4406 / 464-9136
ENGINEER: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1081 / 381-1280
SURVEYOR: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1081 / 381-1280

SHEET NO. 1 OF 3 SHEETS

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 lessees (hereinafter called "Grantor") hereby grant, sell and convey unto all persons who succeed, in consideration of one dollar ($1.00) and other good and valuable consideration paid to North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, and hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines, valves, and other water facilities (the "Facilities") on the land shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for 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 hereby granted over the property(s) in location, 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 Grantee, its tenants or assigns shall hereafter be required by the public road or us to require the relocation of the water line or pipeline, Grantee further agrees to transfer the aforesaid easement to said relocation. The easement granted hereby shall be limited to a strip of land 15' in width, the center line thereof being the pipeline so installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and operation of the aforesaid facilities on Grantor's land. This agreement together with other provisions of this permit shall constitute an agreement for the benefit of the grantee, its successors, and assigns. The Grantor hereby binds himself, his heirs, executors, administrators, and assigns, and 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 of the Federal Government issued 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 or retains such property.

In witness whereof the said grantor executed this instrument this _____ day of _____ 2006.

_____
JOSE N. SANDOVAL, PARTNER

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

I, SANDOVAL DEVELOPMENT, LP, OWNER OF THE 10.00 ACRE TRACT OF LAND DESCRIBED IN THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HEREON, DO HEREBY CERTIFY THAT I HAVE DIVIDED SAID TRACT AND DESIGNATED AS COUNTRY VIEW ESTATES SUBDIVISION, AN ADDITION TO THE CITY OF DONNA, TEXAS, AND DO HEREBY DEDICATE TO PUBLIC USE THE STREETS AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF SOME LOCAL GOVERNMENT CODE § 212.010 AND THAT

WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;

SEWAGE CONNECTIONS TO THE LOTS ON SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;

ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS ON SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;

GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;

I AFFIRM THAT THE MATERIAL ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE

SANDOVAL DEVELOPMENT, LP.
JOSE N. SANDOVAL, PARTNER
808 N. 66th, SUITE C
DONNA, TEXAS 78537

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day appeared JOSE N. SANDOVAL, known to me to be the person whose name was subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____.

_____
NOTARY PUBLIC

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 VOLUME _____, PAGE(S) _____ OF THE MAP RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___.M ON _____.

_____
_____ HIDALGO COUNTY CLERK

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.0065(c) & §212.0115(b)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE COUNTRY VIEW ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF DONNA ON _____

_____ _____
MAYOR, CITY OF DONNA DATE

ATTEST: _____ _____
SECRETARY, CITY OF DONNA DATE

APPROVAL BY THE PLANNING COMMISSION OF DONNA

THIS PLAT OF COUNTRY VIEW ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF DONNA AND IS HEREBY APPROVED BY SUCH.

ATTEST: _____ _____
SECRETARY CHAIRMAN, PLANNING COMMISSION

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT, ON THIS _____ DAY OF _____ A.D., 200_.

_____ _____
SECRETARY CHAIRMAN

DONNA IRRIGATION DISTRICT WILL NOT BE RESPONSIBLE FOR DRAINAGE OR EQUITY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DEEMED THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

APPROVAL BY DRAINAGE DISTRICT:

DRAINAGE DISTRICT DRAINAGE APPROVAL AS A DISTRICT APPROVES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION ARE IN ACCORDANCE WITH THE DRAINAGE PLAN FOR HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND THAT THE DRAINAGE FACILITIES SHOWN ON THE PLANS ARE ADEQUATE TO DRAIN THE 100 YEAR STORM RUNOFF FROM THE SUBDIVISION AND THAT THE DISTRICT ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE DESIGN OF THE SUBDIVISION AND ITS DRAINAGE FACILITIES.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____
DISTRICT ENGINEER

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE COUNTRY VIEW ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS' COURT ON _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND 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 ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ _____
REGISTERED PROFESSIONAL ENGINEER # 52760 DATE
REGISTERED PROFESSIONAL LAND SURVEYOR #4264

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: AUGUST 26, 2008

RE: VALDEZ ACRES SUBDIVISION – PCT. 4

ON NOVEMBER 19, 2007, CARLOS BRIONES DEPOSITED IN ESCROW WITH THE COUNTY OF HIDALGO A CHECK IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000.00) FOR THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT DUE TO A WITHDRAW FROM THE SUBDIVISION PROCESS.

STAFF RECOMMENDS APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 1,000.00
REIMBURSEMENT	$ 1,000.00
BALANCE	$ 0

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	1,000.00
Other	
TOTAL	1,000.00

Date 11/19/07 20____

Received of: CARLOS BRIONES $1,000.00

ONE THOUSAND w/ 00/100 Dollars

Subdivision: VALDEZ ACRES

Cash ____ Check # 1101 M.O. # ____

Received by: [signature]

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
№ 57696 -2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

BRI-TOR HOMES LLC 04/07
PH. 956-279-9392
1006 LETICIA ST.
EDINBURG, TX. 78539

1101

DATE 11/19/2007

PAY TO THE ORDER OF Hidalgo County $ 1000.00

One Thousand DOLLARS

Bank of America

FOR Septik Escrow (Valdez Acres)

[signature]

⑈001101⑈ ⑆111000025⑆ 488006479103⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

RX Date/Time Apr 03 08 03:46p | 04/03/2008 JoseAngel Valdez, Sr. | 09:48 | 956 481 3423 | 956-481-3423 | p.2 | P.002

April 3, 2008

Hello Cindy,

As per our discussion I need for Melden and Hunt to stop process on the Subdivision Application for Valdez Acres. I and my wife RETRACT out signatures from any application & or Plat we may have signed until further notice. I & my wife choose not to subdivide our property for any reason. I thank you for your cooperation in this matter. If you have any questions please do direct them to me Jose Angel Valdez, Sr. at (956)289-3218

JoseAngel Valdez, Sr.

Elda M. Valdez

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • RUBEN CHAPA • ALLAN F. BOOE

April 9, 2008

Hidalgo County Planning
Mr. Raul Sesin
1304 S. 25th Street
Edinburg, TX 78539

Re: Valdez Acres Subdivision Withdraw Plat Request

Dear Mr. Sesin:

On behalf of the owner, Mr. Valdez we request to withdraw Valdez Acres from the subdivision process (See Attached). Melden and Hunt, Inc is also requesting a refund on any escrows paid to Hidalgo County Planning.

Your attention to this matter will be appreciated. If you have any questions or concerns please contact us at (956) 381-0981.

Sincerely,

Melden & Hunt, Inc.
Ruben Canales, Project Manager

115 W. McINTYRE • EDINBURG, TX 78541 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • www.meldenandhunt.com
227 N. FM 3167 • RIO GRANDE CITY, TX 78582 • OFF: (956) 487-8256 • FAX: (956) 488-8591

AI-10877 **13.A.**

Positive Pay Agreement
CC REGULAR

Date: 09/02/2008
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE
Agenda Area: County Treasurer

Information

CAPTION

Discussion, consideration, and action on implementing positive pay (authorized check payment) with First National Bank for Hidalgo County.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact to Co.
As per Fred Zamarripa from the Treasuer's office all service fees are waived from the Co. due to FNB being the Co. Depository bank.

Attachments

Link: Positive Pay Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:54 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/29/2008 10:58 AM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Fred Zamarripa			Started On: 08/27/2008 04:38 PM	
Final Approval Date: 08/29/2008				

Authorized Check Pay
(Positive Pay)

First National Bank offers Authorized Check Pay, also known as Positive Pay, a fraud prevention product that detects unauthorized checks. Authorized Check Pay allows you to authorize payment of each check individually. If an invalid check (not reported as issued by you) is presented, the check will be returned unpaid to the presenter of the check. You simply transmit all check issuance information to First National Bank before issuing checks.

Benefits to Your Business

- ***General Usage.*** Authorized Check Pay consists of any transactions entered that are generally issued checks, generated by payroll or an accounts payable system.
- ***Protection against fraud and lost or stolen checks.*** With Authorized Check Pay, the only checks that are paid are those that have issued. This enables you to discover any unauthorized checks in an earlier process.
- ***Saving Money.*** With this product, you have positive control on your checking account and money is saved when you avoid any returns of unauthorized checks.
- ***Safe and Secure.*** Authorized Check Pay's safe and secured way of allowing you to detect unauthorized checks detects any criminal acts towards your account and allows you to review all checks issued.

Fees

• *Setup Fee*	*$25.00* N/A
• *Monthly Maintenance Charge*	*$35.00* N/A DAS.
• *Charge per issued/paid check*	*$0.03* N/A
• *Exception items (per file) resolved by FNB*	*$5.00*

FIRST NATIONAL BANK

POSITIVE PAY AGREEMENT

This AGREEMENT made this day of September 2 2008, by and between FIRST NATIONAL BANK, Edinburg, Texas, herein called "Bank," and Hidalgo County herein called "Customer," provides as follows:

1. Description of Service. Upon the terms and conditions set forth in this Agreement, Bank shall provide the service of paying checks based on information provided by the Customer, issued items only. The Bank shall be responsible for paying items only if the information has been provided to the Bank as an issued item. (The issued information is due to be in the Bank by 4:00 pm, on the day prior to the check release date, to allow sufficient time to load the check information into the Bank's computer system.)

2. Equipment Provided by Customer. The Customer will provide the necessary equipment (data terminal or touch-tone telephone) to provide the information via the "Web Banking" product and will obtain and pay for any necessary telecommunications equipment and services.

3. Service Fees and Payment. Customer shall pay monthly fees according to the current service charge brochure attached as Exhibit "A". Bank may change the Service Fees upon thirty (30) days written notice to Customer. In addition, Customer shall pay any special transportation, installation, communication, or delivery charges incurred by Bank in connection with the Services.

4. Grant of License. Not Applicable

5. Proprietary Information. Customer acknowledges and agrees that all computer programs, data bases, files, documents and other records, trade names and logos relating to the Services, shall be the sole and exclusive property of Bank, its services, its agents or its subcontractors and that Customer shall acquire a non-exclusive license to use such materials in the manner and to the extent set forth in this Agreement.

6. Confidential Information. Bank shall hold in confidence and not disclose to other than its employees, agents and independent contractors, as necessary, all information relating to the Customer's account received by Bank in the course of business or rendering the Services here

under, except to the extent disclosure is required by legal process or by any regulatory or supervisory agency. However, notwithstanding the foregoing, Bank shall not be liable for any disclosure by such third-party services, agents, independent contractors or their related entities. In addition, Customer agrees that it will keep Bank's proprietary information confidential. In the event that the Customer discloses the Bank's proprietary information with another, the Customer agrees that the disclosure operates as a grant of authority for that person to access Customer's accounts.

7. Disclaimer of Warranty. CUSTOMER ACKNOWLEDGES THAT THE INFORMATION MUST BE PROVIDED IN A READABLE FORMAT AS DISCLOSED, TO INTERFACE WITH THE BANK'S COMPUTERS, AND ASSUMES THE RISK THAT BANK'S COMPUTERS MIGHT NOT BE OPERATIONAL AT ALL TIMES. BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE LICENSED PROGRAM OR ITS USE AND HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BANK SHALL IN NO CASE BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY LICENSED PROGRAM MAY CONTAIN DEFECTS AND MAY NOT OPERATE ERROR-FREE OR WITHOUT INTERRUPTION. CUSTOMER AGREES THAT BANK SHALL NOT HAVE LIABILITY TO CUSTOMER HEREUNDER BASED ON NONPERFORMANCE, DEFECT AND/OR FAILURE OF THE LICENSED PROGRAM OR BANK'S OWN COMPUTER TO PERFORM PROPERLY.

8. Responsibility for Errors. Bank is authorized by Customer to process transactions in accordance with the information that the Bank receives in the issued file transmission from the Customer. Customer shall be solely responsible for the information contained in the file and the Bank shall have no responsibility for erroneous data provided by Customer. Bank shall not be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, equipment failures, nonperformance of vendors or suppliers, acts of God or other causes over which Bank has no reasonable control.

9. Security/Authorized Representations. The Customer's authorized representative

(listed on exhibit "B") will provide the Bank with verification of the totals contained in the file by sending a facsimile transmission of Exhibit "C" to the Bank's ARP Positive Pay contact, at (956) 393-6794. In the event that the customer or the authorized representative is unable to fax the information, the customer's authorized representative will telephone the Bank's contact with the verification and also mail the information as backup on the same day transmitted (in case of electronic transmission). A schedule will be provided by the customer to the Bank so a verification of receipt can take place. If the provided totals do not agree to the file total, the customer will be contacted via telephone or fax of said totals received so the customer can verify the discrepancy. The company is solely responsible for the accurate creation, modification, and deletion of the issued check information file.

10. Exception Items. Customer's authorized representative will resolve exception items the following day. Exception items must be resolved by 12:00 p.m. otherwise items will be paid.

11. Term and Termination. This Agreement shall continue in affect until terminated by either party giving at least thirty (30) days prior written notice to the other party; provided, however, that Bank may immediately terminate the provisions of this Agreement upon failure of Customer to comply with any of its obligations hereunder. Any termination of this Agreement shall not effect the obligations of the parties arising prior to the termination.

12. Notice. All notices or other communication shall be in writing and shall be deemed given when delivered personally or three days after being mailed by first class postage to the following address or to such other address as such party has indicated by such notice:

To Bank:	First National Bank
Attn:	Commercial Services Dept
	P. O. Box 810/100 W. Cano
	Edinburg, Texas 78540-0810
Phone:	Toll Free 877-380-8573 or 956-393-6794
To Customer:	Hidalgo County
Contact Name:	Norma G. Garcia
Customer Address:	2810 South Business Hwy 281
Phone:	(956) 318-2506

13. Miscellaneous: This Agreement shall be governed by the laws of the State of Texas, and venue for any disputes shall be in Hidalgo County, Texas. No waiver by either party of any right or remedy, and no partial or single exercise thereof, shall be of any force and effect unless made expressly in writing. This Agreement (I) constitutes the entire agreement between the parties with respect to the subject matter hereof (it does not affect general Depository Agreements between the parties) and (ii) shall not be assigned by operation of law or otherwise; provided, however, that Bank may assign its rights and obligations hereunder to any subsidiary or affiliate of Bank.

The parties to this agreement acknowledge that they have read this agreement, understand it and agree to be bound by its terms and conditions.

CUSTOMER	FIRST NATIONAL BANK
BY:_____	BY: _____
NAME: J.D. Salinas, III	NAME:_____
TITLE: Hidalgo County Judge	TITLE:_____

AI-10886 **14.A.**

phones

CC REGULAR

Date: 09/02/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Head Start - Linda Galaviz
Department: BUDGET & MANAGEMENT
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Request to enter into a Service Contract for Two (2) Motorola ic902 Flip Phone with 1000 Minutes per Phone with Sprint through the Hidalgo County's Membership/Participation with Houston-Galveston Area Council (HGAC) for Emergency Situations

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Cost: $1,310.28 per year

Funding in place as per Linda Galaviz

Attachments

Link: phones

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:55 AM	APRV
2	Erika Reyna	Erika Reyna	08/28/2008 11:07 AM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 05:11 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 05:13 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/29/2008 07:45 AM	APRV

Form Started By: Monica Badillo — Started On: 08/27/2008 05:04 PM

Final Approval Date: 08/29/2008

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 20, 2008

SUBJECT: Discussion/Approval of Request to Enter into a Service Contract for Two (2) Motorola ic902 Flip Phones with 1000 Minutes Per Phone with Sprint through the Hidalgo County's Membership/ Participation with Houston-Galveston Area Council (HGAC) for Emergency Situations

RATIONALE/NEED: The Flip Phones are to be used by the Head Start centers for emergency use during power outages to meet Department of Texas Licensing and Regulatory Services daycare licensing standards.

RECOMMENDATION: Administration recommends approval.

COST: $1,310.28 per year

RELATED INFORMATION INCLUDED: Proposal/HGAC Contract/Memo

* *

INITIATED BY: Ambrosio Tovar, Procurement Director at

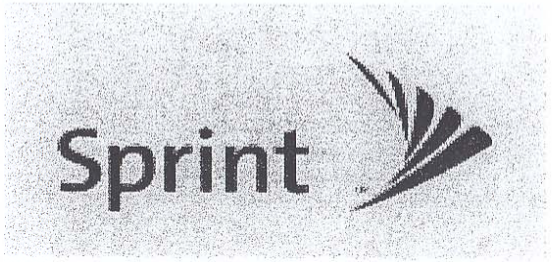
REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

PRICE QUOTE FOR HIDALGO COUNTY HEAD START

Rate Plan	Data Plan Recommendations Quantity		Total Cost
Sprint Business Essentials 1000	2	$59.99	$119.98
Group Connect	2	$10.00	$20.00
Montly Discoutn - HGAC-22%			$30.79
Monthly Recurring Cost			**$109.19**

Equipment Prices			
ic902	2	$9.99	$19.98 *August Promo*



The Sprint Nextel-HGAC Contract

- *Contract Number:* ***CW05-02***
- *Effective June 1, 2005 – May 31, 2009*
- *2 year agreement with options to extend*
- *Fully competed contract agreement, amended on 2/21/07 to include all Sprint Nextel markets, products and services.*
- *End Users must be a member and have a signed Interlocal Agreement with HGAC to utilize contract*
  - ***https://www.hgacbuy.com/Program%20Information.htm***
- *An executed Sprint Nextel End User Agreement is required*

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 381-0439

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: August 14, 2008

SUBJ: Sprint Classroom Phones

We have obtained a proposal from Sprint for two (2) cell phones. The purpose of these two cell phones is for use by the Head Start Centers during times when their center telephones are not working. Under the Texas Department of Protective & Regulatory Services- Childcare Licensing Minimum Standards, we must have a working telephone at each operating licensed facility.

The recurring cost will be $69.99, less 22% Discount for each ic902 Flip Phone. The initial investment for the two flip phones will be $19.98.

In January 2008 the program purchased forty-eight (48) Motorola i355 rugged handset radios and two (2) Motorola ic902 Flip Phones (1,000 monthly minutes for each). These flip phones will not have radio capabilities.

Should you have any questions please let me know.

Thank you.

On MovieTome: See the TRAILER for TERMINATOR 4! Log in | Sign up Why join?

cnet REVIEWS Search: Reviews · Go

Today on CNET Reviews News Downloads Tips & Tricks CNET TV Compare Prices Blogs Ad ▸ Dell Desktop Deals

Cell phones | Desktops | Digital cameras | Laptops | MP3 players | TVs | All Categories

▾ Ad Feedback

BlackBerry. Save up to $970 See Offers ▸

BEFORE YOU BUY

Cell phone finder

Editors' top cell phones

Editors' top smartphones

Editors' top PDAs

Cell phone buying guide

Cell phone radiation charts

See all cell phone reviews

See all smartphone reviews

TOP PRODUCTS FROM TOP BRANDS

Dell products

Sony products

Samsung

Intel products

AT&T products

▾ Ad Feedback

hp intel Core 2 SLEEK. SMART. SIMPLE. FIND OUT MORE ▸

Motorola Deluxe ic902 (Sprint)

REVIEW | USER OPINIONS | SPECIFICATIONS | COMPARE | SHOP

SPECIFICATIONS HIDE (X)

Manufacturer:	Motorola Corp.
Part number:	MOTIC902KT

GENERAL

Cellular technology	CDMA2000 1X / iDEN
Band / mode	IDEN 800 / CDMA 1900
Weight	0.3 lbs
Wireless Interface	Bluetooth (A2DP)
Combined with	With two-way radio / digital player / digital camera

PHONE

Service provider	Sprint Nextel
Vibrating Alert	Yes
Speakerphone	Yes
Polyphonic Ringer	Yes
Alarm Clock	Yes
Calendar	Yes
Additional Features	TTY compatible, AGPS, microSD memory card slot, USB

DIGITAL CAMERA

Camera highlights	With a resolution of 2 megapixels, this model will give you higher quality pictures than other phones.

MESSAGING / DATA SERVICES

Voice Mail Capability	Yes
Short Messaging Service (SMS)	Yes
Internet Browser	Yes
JAVA applications	Yes
Messaging / Data Features	Text messages, Multimedia messages (MMS), WAP Push
3G Services / Included Services	Sprint TV, Picture Mail
3G Services / PCS Vision capable	Yes

DIGITAL PLAYER / RECORDER

Digital player supported digital audio standards	MP3
Digital player/recorder type	Digital player

DISPLAY

Display Type	LCD display
Color Support	Color

POWER

Talk time	Up to 192 min
Audible Battery Alert	Yes

CELLULAR

WHERE TO BUY

Motorola Deluxe ic902 (Sprint)

This product is currently **not in stock** at any of our online merchants.

Find Motorola Deluxe ic902 (Sprint) from our auction partner, eBay

Email me when this product is available

SEE ALL CELL PHONES

Special sponsor stores

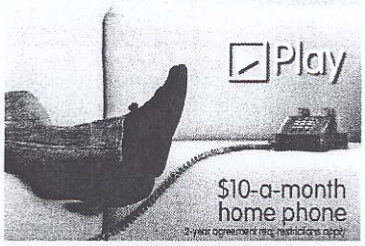
BlackBerry LG Sprint

Nokia AT&T

Samsung

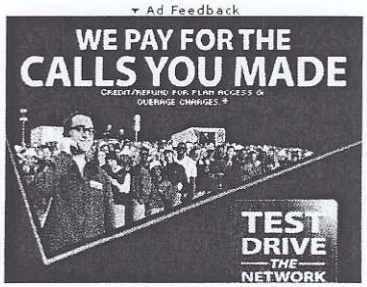
▾ Ad Feedback

T··Mobile·@Home tell me more ▸





▾ Ad Feedback



Phone style	Folder type phone
Call Hold	Yes
Caller ID	Yes
Call Waiting	Yes
Volume Control	Yes
Ringer Control	Yes

Help Center | Newsletters | Corrections | What's New | All Product Reviews | SITE

Search: Reviews GO

Popular topics: Apple | Antivirus | Cell Phones | Dell | Digital Camera | Firefox 3 | Games | iPhone | iPod | iTunes | Laptops | Norton | PS3 | Verizon | Wii | Xbox 360

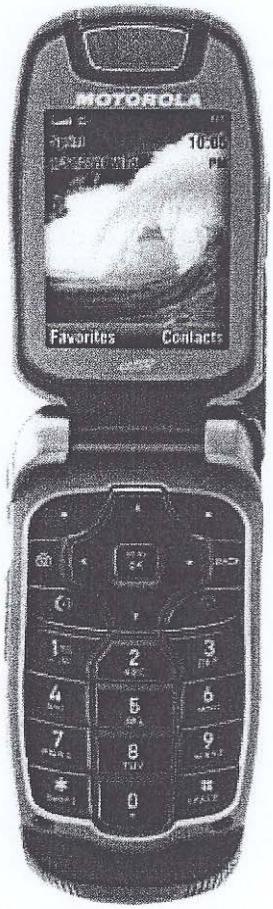
CNET.com: About CNET | Today on CNET | Reviews | News | Compare prices | Tips & Tricks | Downloads | CNET TV

Popular on CBS sites: Fantasy Football | Miley Cyrus | MLB | Wii | GPS | Recipes | Mock Draft

About CNET Networks | Jobs | Advertise

View other CBS Interactive sites: Select Site Go

© 1995 CNET Networks, Inc., a CBS Company. All rights reserved. | Privacy Policy | Terms of Use

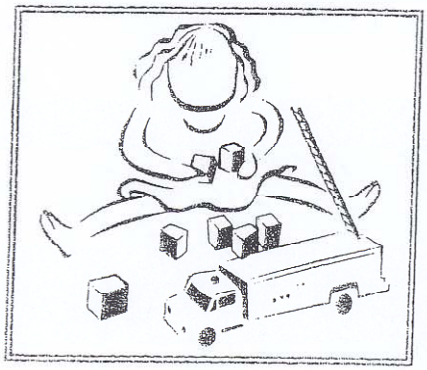


Motorola Deluxe (ic902)
Photo 4 of 4

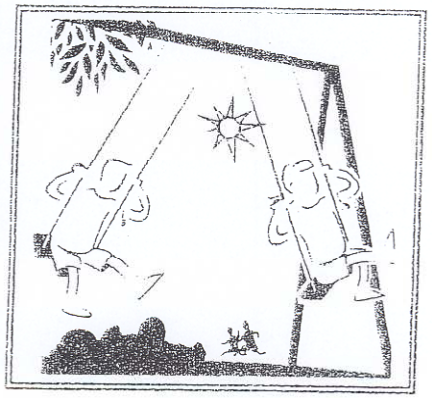


Close

Minimum Standard Rules







for Licensed Child-Care Centers

September 2006

P20330-0000

§746.4507
Must I have a telephone at my child-care center?

Subchapter T, Physical Facilities
Division 4, Furniture and Equipment
09/01/03

(a) Yes. You must have:

(1) A telephone at your child-care center with a listed telephone number; or

(2) Access to a telephone located in the same building for use in an emergency and where a person is available to:

(A) Receive incoming calls to the child-care center;

(B) Immediately transmit messages regarding children in care to child-care center caregivers; and

(C) Make outgoing calls for the child-care center as necessary.

(b) The telephone must not be a coin-operated pay phone.

A working telephone is necessary for routine and emergency outgoing and incoming calls. A listed telephone number ensures parents and others may contact the caregiver when necessary.

§746.4509
May I have indoor equipment such as slides or lofts?

Subchapter T, Physical Facilities
Division 4, Furniture and Equipment
09/01/03

Yes. You may have indoor climbing equipment although you must comply with the following safety standards:

(1) Floor surfaces under indoor-climbing equipment and platforms over 20 inches in height must have a unitary shock-absorbing surface that will effectively cushion the fall of a child. The surface must be installed in the use zone and maintained according to the manufacturer's directions. See §746.4801 of this title (relating to What does Licensing mean by the term "use zone"?). Carpeting alone, even if it is installed over thick padding, is not an acceptable resilient surface under indoor climbing equipment.

(2) Stairs and steps on indoor climbing equipment, regardless of height, must have handrails the children can reach. Rung ladders do not require handrails.

(3) Platforms over 20 inches in height must be equipped with protective barriers that prevent children from crawling over or falling through the barrier, or becoming entrapped.

Research indicates that shock absorbing surfaces can help disperse the momentum of a falling body or head, thus reducing the risk of life threatening injuries.

Carpeting is not a resilient surface unless it is installed over unitary shock-absorbing padding.

The National Program for Playground Safety (NPPS) recognizes that the behavior of children does not change when they are on elevated play platforms. Touching and/or pushing is a common communication method among children. It is important then, to have protective barriers on play platforms to prevent falls.

§746.3605
What if a child becomes ill while in care?

Subchapter R, Health Practices
Division 3, Illness and Injury
09/01/03

If a child becomes ill while in your care, you must:

(1) Contact the parent to pick up the child;

(2) Care for the child apart from other children;

(3) Give appropriate attention and supervision until the parent picks the child up; and

(4) Give extra attention to hand washing and sanitation if the child has diarrhea or vomiting.

§746.3607
How should caregivers respond to critical illness or injury?

Subchapter R, Health Practices
Division 3, Illness and Injury
09/01/03

If critical illness or injury requires immediate attention of a physician, you must:

(1) Contact emergency medical services or take the child to the nearest emergency room;

(2) Give the child first-aid treatment or CPR when needed;

(3) Contact the physician identified in the child's record;

(4) Contact the child's parent; and

(5) Ensure supervision of other children in the group.

§746.403
When and where must these items be posted?

Subchapter B, Administration and Communication
Division 3, Required Postings
09/01/03

(a) Unless otherwise specified, the items specified in §746.401 of this title (relating to What items must I post at my child-care center at all times?) must be posted at all times, in a prominent and publicly accessible place where employees, parents, and others may easily view them.

(b) Emergency and evacuation relocation plans must be posted in each room used by children.

§746.405
What telephone numbers must I post and where must I post them?

Subchapter B, Administration and Communication
Division 3, Required Postings
09/01/03

(a) You must post the following telephone numbers:

(1) 911 or, if 911 is not available in your area, you must post the numbers for:

(A) Emergency medical services;

(B) Law enforcement; and

(C) Fire department;

(2) Poison control;

(3) PRS child abuse hotline;

(4) Nearest Licensing office telephone number and address; and

(5) The child-care center name, address, and telephone number.

(b) You must post the telephone numbers next to each telephone in the child-care center. If the child-care center uses cordless or cellular phones, these same numbers must be posted in a prominent place on the wall near the doorway in each room of the child-care center, or on the phone handset.

Readily available phone numbers help to ensure prompt response/action in an emergency.

AI-10891 **14.B.**

Official Notification of One-Time Grant Award in the amount of $91,483
CC REGULAR

Date: 09/02/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Head Start

Information

CAPTION

Discussion and approval of Official Notification of One-Time Grant Award in the amount of $91,483.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:58 AM	APRV
2	Erika Reyna	Erika Reyna	08/28/2008 11:10 AM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 05:13 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 05:14 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/29/2008 07:45 AM	APRV

Form Started By: Monica Badillo — Started On: 08/27/2008 05:18 PM

Final Approval Date: 08/29/2008

1.RECIPIENT

Department of Health and Human Services
Administration for Children and Families
Financial Assistance Award (FAA)

SAI NUMBER: TX-R-200409030-
PMS DOCUMENT NUMBER: 06CH018327

1. AWARDING OFFICE:	2. ASSISTANCE TYPE:	3. AWARD NO.:	4. AMEND. NO.:
OA/OGM/Region VI	Discretionary Grant	06CH0183/27	2

5. TYPE OF AWARD:	6. TYPE OF ACTION:	7. AWARD AUTHORITY:
SERVICE	Supplement	42 USC 9801 ET SEQ.

8. BUDGET PERIOD:	9. PROJECT PERIOD:	10. CAT NO.:
01/01/2008 THRU 12/31/2008	INDEFINITE	93600 ...

11. RECIPIENT ORGANIZATION:
HIDALGO COUNTY HEAD START PROGRAM
100 E. CANO
P. O. BOX 117
EDINBURG TX 78540 0117
Jaun D. Salinas, County Judge

12. PROJECT / PROGRAM TITLE:
HEAD START - FULL YEAR

13. COUNTY:	14. CONGR. DIST:	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:
HIDALGO	15	Teresa Flores

16. APPROVED BUDGET:

Personnel	$	15,099,275
Fringe Benefits	$	5,564,297
Travel	$	10,000
Equipment	$	0
Supplies	$	826,303
Contractual	$	0
Facilities/Construction	$	0
Other	$	1,818,015
Direct Costs	$	23,317,890
Indirect Costs At % of $	$	0
In Kind Contributions	$	0
Total Approved Budget(**)	$	**23,317,890**

17. AWARD COMPUTATION:

A. NON-FEDERAL SHARE	$	5,829,473	20.00 %
B. FEDERAL SHARE	$	23,317,890	80.00 %

18. FEDERAL SHARE COMPUTATION:

A. TOTAL FEDERAL SHARE	$	23,317,890
B. UNOBLIGATED BALANCE FEDERAL SHARE	$	
C. FED. SHARE AWARDED THIS BUDGET PERIOD	$	23,317,890

19. AMOUNT AWARDED THIS ACTION:	$	91,483
20. FEDERAL $ AWARDED THIS PROJECT PERIOD:	$	

21. AUTHORIZED TREATMENT OF PROGRAM INCOME:
DEDUCTIVE

22. APPLICANT EIN:	23. PAYEE EIN:	24. OBJECT CLASS:
1-746000717-A3	1-746000717-A3	41.51

25. FINANCIAL INFORMATION: **DUNS:** 062403597

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
OGM	06CH018327	75-8-1536	2008 G064120	$91,483		

26. REMARKS: (Continued on separate sheets)

Client Population: 3570.
Number of Delegates: 0.
Paid by DHHS Payment Management System (PMS), see attached for payment information.
This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
For the full text of the award term, go to http://www.acf.hhs.gov/grants/award_term.html.
This grant is subject to the requirements as set forth in 45 CFR Part 87.
(**) Reflects only federal share of approved budget.
This action awards a one-time Training and Technical Assistance supplement in the amount of $91,483

Rec'd 8/21/08

27. SIGNATURE - ACF GRANTS OFFICER	DATE:	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY
Ray M. Bishop	8/15/08	Teresa G. Morris

29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) **DATE:**
Susan K. Johnston, Acting Regional Program Manager — 8/14/08

1.RECIPIENT

DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
FINANCIAL ASSISTANCE AWARD

SAI NUMBER: TX-R-200409030-
PMS DOCUMENT NUMBER: 06CH018327

1. AWARDING OFFICE:	2. ASSISTANCE TYPE:	3. AWARD NO.:	4. AMEND. NO.
OA/OGM/Region VI	Discretionary Grant	06CH0183/27	2

5. TYPE OF AWARD:	6. TYPE OF ACTION:	7. AWARD AUTHORITY:
SERVICE	Supplement	42 USC 9801 ET SEQ.

8. BUDGET PERIOD:	9. PROJECT PERIOD:	10. CAT NO.:
01/01/2008 **THRU** 12/31/2008	01/01/2005 **THRU**	93600

11. RECIPIENT ORGANIZATION:
HIDALGO COUNTY HEAD START PROGRAM, 100 E. CANO

26. REMARKS: (Continued from previous page)

to be utilized in accordance with ACF-IM-HS-08-09 dated April 16, 2008.

AI-10892 **14.C.**

Home Depot purchase
CC REGULAR

Date: 09/02/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval on Request to Purchase Hardware Supplies through the Hidalgo County's Membership/Participation with Texas Multiple Award Schedule (TXMAS) Awarded Vendor Home Depot U.S.A., Inc.

BACKGROUND

Head Start would like authorization to purchase materials from Home Depot on an "as needed" basis.

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: home depot

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:59 AM	APRV
2	Erika Reyna	Erika Reyna	08/28/2008 11:12 AM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 05:14 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 05:23 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/29/2008 07:45 AM	APRV

Form Started By: Monica Badillo — Started On: 08/27/2008 05:19 PM

Final Approval Date: 08/29/2008

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 20, 2008

SUBJECT: Discussion/Approval on Request to Purchase Hardware Supplies through the Hidalgo County's Membership / Participation with Texas Multiple Award Schedule (TXMAS) Awarded Vendor- Home Depot U.S.A., Inc.

RATIONALE/NEED: This contract would allow the purchase of building material and supplies for the maintenance and repair of all Head Start facilities (as needed).

RECOMMENDATION: Administration recommends approval.

COST: Budget: Maintenance Supplies - $160,000.00

RELATED INFORMATION INCLUDED: Participant Info

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Irma Flores

Welcome TXMAS Buyers
Home Depot U.S.A., Inc.

The Home Depot is proud to serve Texas Government Agencies with our new
TXMAS Contract TXMAS-8-51V020

The Home Depot is committed to providing support to TXMAS Participating Agencies for:

- Planned procurements
- Unplanned procurements
- Disaster relief

As the largest home improvement and building supplies retailer in the world, The Home Depot provides the best value to TXMAS participants based upon our buying power. Participating government entities now have the option of procuring directly from any of the over 180 The Home Depot stores in Texas and avoiding the lengthy bid process.

>Find Your Local The Home Depot Store
>View Products at HomeDepot.com

Contract Information
Contract TXMAS-8-51V020
Effective: 1-July-08 to 30-June-13

Benefits
One-stop Shopping! Take advantage of shopping our entire stores selection, plus special orders through our Contractor Services Desk. Ask our Contractor Services associates about additional savings on large procurements. **No Bidding Required per Texas Statue 2155.504.**

Getting Started
Participation is easy! To ensure the procurement is tracked as a TXMAS sale it is important that the buyer securely registers their purchase account.
Click Here for the Enrollment Form
or our TXMAS sales team can coordinate that for you.

Finally, if applicable, participating agencies will be required to register at www.homedepot.com to receive their The Home Depot unique tax exempt number to ensure no tax is incurred on the sale.

Contact Information

Carey McWilliams
TXMAS Sales Manager
210-216-1711
Carey_McWilliam@homedepot.com

Mike Fiorot
Government National Sales Manager
610-504-8587
Michael_Fiorot@homedepot.com

Rich Nyberg
Government Contracts Manager
770-384-3772
Richard_Nyberg@homedepot.com

Richard SanJose
TXMAS Program Coordinator
512-463-3421
richard.sanjose@cpa.state.tx.us

AI-10889 **14.D.**

Discussion/Approval of Financial Reports: June 2008 and July 2008 CC REGULAR

Date: 09/02/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Financial Reports: June 2008 and July 2008

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No funding necessary.

Attachments

Link: july

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:56 AM	APRV
2	Erika Reyna	Erika Reyna	08/28/2008 10:44 AM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 05:01 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 05:13 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/29/2008 07:45 AM	APRV

Form Started By: Monica Badillo — Started On: 08/27/2008 05:11 PM

Final Approval Date: 08/29/2008

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 20, 2008

SUBJECT: Discussion/Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h)(1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report - June and July

****

INITIATED BY: Elma Keller, Finance Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2008 POLICY COUNCIL BUDGET
From 6/1/2008 Through 6/30/2008

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	15,099,275.04	6,575,949.65	0.00	8,523,325.39	56.00%	1,103,330.13
02	FRINGE BENEFITS	5,564,297.06	2,516,524.86	0.00	3,047,772.20	55.00%	423,441.54
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
04	EQUIPMENT	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	827,802.60	523,476.59	54,358.20	249,967.81	30.00%	70,340.77
06	OTHER COST	1,725,032.30	1,082,494.53	107,346.81	535,190.96	31.00%	232,717.91
Report Total		23,226,407.00	10,698,445.63	161,705.01	12,366,256.36	53.00%	1,829,830.35

Hidalgo County Head Start Program
Encumbrance Budget Report - 2008 POLICY COUNCIL BUDGET
From 7/1/2008 Through 7/31/2008

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	15,099,275.04	7,663,587.76	0.00	7,435,687.28	49.00%	1,087,638.11
02	FRINGE BENEFITS	5,564,297.06	2,960,173.99	0.00	2,604,123.07	47.00%	443,649.13
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
04	EQUIPMENT	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	827,802.60	549,702.02	68,578.42	209,522.16	25.00%	26,225.43
06	OTHER COST	1,725,032.30	1,118,255.39	107,993.93	498,782.98	29.00%	35,760.86
Report Total		23,226,407.00	12,291,719.16	176,572.35	10,758,115.49	46.00%	1,593,273.53

AI-10887 **14.E.**

Draft of Special Professional Services Procurement Packets
CC REGULAR

Date: 09/02/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Head Start

Information

CAPTION

Presentation for discussion, consideration, and approval of draft Qualifications, Requirements and Scope of Services for the following professional services: Medical/Dental Services, Mental Health Services and Special Services for the purpose of expanding the existing approved "pool".

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No funding required.

Attachments

Link: Scope of Services

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:56 AM	APRV
2	Erika Reyna	Erika Reyna	08/29/2008 08:23 AM	APRV
3	Auditor's Office	Linda Fong	08/29/2008 09:12 AM	APRV
4	Purchasing Department	Marty Salazar	08/29/2008 11:08 AM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/29/2008 11:08 AM	APRV

Form Started By: Monica Badillo — Started On: 08/27/2008 05:06 PM

Final Approval Date: 08/29/2008

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 20, 2008

SUBJECT: Discussion/Approval of Qualifications, Requirements and Scope of Services Draft for the Following: Medical/Dental Services, Mental Health Services, Special Services, for the Purpose of Expanding the "Medical/Dental, Mental Health, and Special Services Pool"

RATIONALE/NEED: The Draft describing the qualification requirement and scope of services to expand the medical/dental, mental health, and special services pool needs to be approved.

RECOMMENDATION: Administration recommends approval

COST: As specified on services required

RELATED INFORMATION INCLUDED: Qualifications, Requirements and Scope of Services

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

MEDICAL & DENTAL PROVIDERS

MEDICAL & DENTAL REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Medical & Dental Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the Medical & Dental Provider and Specialty.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also be assisting with providing the services required. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:

1. Number of available staff providing services, resume to include current place of employment, two reference letters, and updated copies of individual licenses/certificates;
2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment
3. Office sites and locations: Provide a list of the office sites/locations through-out Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services
4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
5. Include copy of Texas Drivers License photo I.D. and proof of criminal background.

D. Furnish the following:
1. Sample copy of a comprehensive Medical & Dental Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Medical & Dental Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Medical Services (as mandated by State-Medicaid and Federal Guidelines) include, but may not be limited to the following:

A. Family profile and health
B. Nutrition
C. Development according to age and child's health
D. Allergies
E. Mental Health
F. Health Education
G. Physical Examination – A complete physical examination to check all body Systems and regions beginning at the time of enrollment (example: appearance, head, skin/nodes, eyes, ears, nose, mouth/throat, teeth, neck, chest/breast, heart, pulses, abdomen, genitalia/anus, spine, extremities, muscle tone, etc.) will include the following:
   1. Height-Weight
   2. Blood Pressure
   3. Vision Screen (as mandated by Medicaid). A basic eye chart screen. For example, the Tumbling E, HOTV.
   4. Hearing Screen (as mandated by Medicaid). A basic screen done by an audiometer.
   5. Hemoglobin/Hematocrit – A procedure to determine iron deficiency anemia.
   6. Lead screening – A procedure to determine lead levels in the blood.
   7. Immunizations – All or any immunizations required to update the child health record.
   8. Mantoux Tuberculin Skin Test – An intra-dermal test consisting of 0.1cc tuberculin for proof of T.B. with date result and signature of person providing the test.
   9. Strabismus Testing – a procedure to determine if child lacks strength, eye coordination.
   10. Dental Screen – a visual exam to determine the category of a child's dental exam (Example: Needs Attention Soon, Needs Routine Care).

H. Final Diagnosis, assessment and/or Plan.

I. Referral – If an abnormal physical exam arises and the provider is unable to treat condition, a referral should be made at once. Parent will be notified as soon as abnormality is found or detected.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

II. Scope of Dental Health Services (as mandated by Medicaid Guidelines) Include, but are not limited to the following:

A. A complete and comprehensive dental examination – on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:

1. A visual examination
2. X-Rays
3. Prophylaxis (cleaning)
4. Nutritional counseling
5. Behavior management, if necessary

B. Periodic Oral Examination- Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

C. Referral – If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPAA Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

MENTAL HEALTH PROVIDERS

MENTAL HEALTH REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Mental Health Consultants, which include License Professional Counselor (LPC), Psychologist, and Psychiatrist, are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Mental Health Providers.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also conduct Mental Health evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, resumes or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services;
    2. Cultural, linguistic sensitivity, diversity and flexibility;
    3. Office sites and locations;
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".

D. Furnish the following:
    1. Techniques utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    2. The list of instruments utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    3. Sample copy of a comprehensive Mental Health evaluation for three (3) to five (5) year old children.
E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.
F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications.

I. Scope of Mental Health Services would include, but may not be limited to the following:

A. Classroom observation.
B. Individual child observation.
C. Psychological Assessment, Screening and Evaluations.
D. Family Mental Health Training.
E. Parenting Skills Training.
F. Staff Mental Health Training.
G. Psychological Services.
H. Child, Family and Staff Consultation/Counseling/Play Therapy.
I. Staff Technical Assistance.
J. Medication Management (Follow-Up).
K. Psychological Testing Feedback.
L. Behavior Modification Plans.
M. Required Hidalgo County Head Start Program documentation as required by the Performance Standards.
N. Home Visits (As Deem Necessary).
O. Prescribe Medication (As Deem Necessary).

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program requires one (1) original submittal and three (3) copies.

SPECIAL SERVICES PROVIDERS

SPECIAL SERVICES REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ for Special Services Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Special Services Providers.
B. Business Address and Telephone Number.
C. The name of the professional who will be the primary contact person and the names and qualifications of any associates in the office who will also conduct Special Services evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, resumes or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services, resume to include current place of employment, two reference letters, and updated copies of individual licenses/certificates;
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.
    3. Office sites and locations: Provide a list of the office sites /locations through-out Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
    5. Include copy of Texas Drivers License, Motor Vehicle Report (MVR), photo I.D., First Aid/CPR Certifications, two (2) employment reference letters, resume to include current place of employment and proof of criminal background investigation of all designated bus/van drivers and monitors (Preferably driver and monitor will consist of a male/female, or female/female team).
    6. Transportation is a must. **No sub-contracting for transportation shall be allowed**. The Provider shall be in full compliance with federal, state, and local laws, rules, and regulations pertaining to transportation of all children (ages 3-5) as per Head Start Performance Standards, 1310. (Refer to Attachment).

D. Furnish the following:
   1. Techniques utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   2. The list of instruments utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   3. Sample copy of a comprehensive Special Service Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Special Services Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Special Services include, but may not be limited to the following:
   A. Occupational Therapy, Physical Therapy, Speech Language Therapy, Visual Impairment Assessments, Screening and Evaluations to include reports and quarterly progress reports.
   B. Family and Staff Training.
   C. Speech-Language Therapy - Individual/Group.
   D. Physical Therapy - Individual/Group.
   E. Occupational Therapy - Individual/Group.
   F. Individual Education Plan (I.E.P.) Meetings.
   G. Required Hidalgo County Head Start Program documentation /reports as required by the Performance Standards.
   H. Staff Technical Assistance.

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a manner that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

AI-10893 **14.F.**

Advertise for Statements of Qualifications
CC REGULAR

Date: 09/02/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Head Start

Information

CAPTION

Discussion and approval to advertise forSstatements of Qualifications for the following professional/special services: Medical/Dental Services, Mental Health Services and Special Services for the purpose of expanding the "Medical/Dental, Mental Health and Special Services Pool".

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No funding required.

Attachments

Link: Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:59 AM	APRV
2	Erika Reyna	Erika Reyna	08/29/2008 08:19 AM	APRV
3	Auditor's Office	Linda Fong	08/29/2008 09:11 AM	APRV
4	Purchasing Department	Marty Salazar	08/29/2008 11:09 AM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/29/2008 11:22 AM	APRV

Form Started By: Monica Badillo — Started On: 08/27/2008 05:22 PM

Final Approval Date: 08/29/2008

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 20, 2008

SUBJECT: Discussion/Approval to Advertise the Statement of Qualifications for the Following: Medical/Dental Services, Mental Health Services and Special Services for the Purpose of Expanding the "Medical/Dental, Mental Health and Special Services Pool"

RATIONALE/NEED: The medical/dental, mental health, and special services pool for the next school year needs to be expanded.

RECOMMENDATION: Administration recommends approval.

COST: As specified on services required

RELATED INFORMATION INCLUDED: N/A

****

INITIATED BY: Ambrosio Tovar, Procurement Director AT

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

AI-10825 **15.A.**

2008 TCDLA Membership Renewal Dues
CC REGULAR

Date: 09/02/2008
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Area: Public Defender's Office

Information

CAPTION

Request and approval to pay the FY 2008-2009 membership renewal dues for Attorney Jennifer Narvaez in the amount of $50.00 to the Texas Criminal Defense Lawyers Association (T.C.D.L.A)

BACKGROUND

8-1282-412-30-085-001-8-810
Dues allowed by the grant

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1282-412-30-085-001-8-810
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08-28-08 $88.00

Attachments

Link: Affidavit and Membership Renewal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/26/2008 10:23 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/28/2008 08:43 AM	APRV
3	Auditor's Office	Linda Fong	08/29/2008 09:14 AM	APRV
4	Purchasing Department	Marty Salazar	08/29/2008 10:42 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 10:44 AM	APRV

Form Started By: Yvette Pacheco Started On: 08/26/2008 10:02 AM

Final Approval Date: 08/29/2008

8/26/08

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jennifer Narvaez, do hereby state that my membership in the Texas Criminal Defense Lawyers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 8/25/08

TITLE: Assistant Public Defender

Before me Lurin Yvette Pacheco, a Notary Public, appeared Jennifer Narvaez, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

LURIN YVETTE PACHECO
Notary Public, State of Texas
My Commission Expires
November 14, 2009

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	**LGC § 113.064(b)**
AUTHORITY TO PAY MEMBERSHIP DUES:	**LGC § 89.002**

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

_____
DEPARTMENT HEAD APPROVAL

TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION

MEMBERSHIP RENEWAL NOTICE

Jennifer Narvaez

MEMBERSHIP CATEGORY

Please check appropriate category. Prices are for one year.

- ☐ regular member (bar card) REG • 150
- ☐ voluntary sustaining member (required for voting officers and directors) VS • 300
- ☐ TCDLA past president member PPRES • 50
- ☒ public defender member (must be a PD employee) PD • 50
- ☐ affiliate member AFF • 50
  - ☐ paralegal PARAL ☐ investigator INV ☐ expert EXP ☐ other (law enforcement and other persons approved by the board of directors)
- ☐ law student member STU • 20
- ☐ sustaining member (required for voting members' spouses) SUS • 200
- ☐ distinguished member (LIFE + DIS • 50)
- ☐ I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $ _____

for tax purposes: the value of your $ 7 7 e current membership fee is the new subscription to the VOICE for the Defense. Dues to TCDLA are not deductible as a charitable contribution but may be deductible as an ordinary business expense. TCDLA is a non-profit section of issues and initial membership dues a $35 e deductible with IRC sec. 162(a).

LAWYER LOCATOR

☐ Yes! Include me in the online lawyer locator.* You may list up to three areas of specialty in criminal defense law for public access (example: DWI, sexual assault, appeals)

_____ _____ _____

*Disclaimer: Provider makes no warranty, guarantee, or representation regarding the accuracy listed on its lawyer locator. Said attorneys are TCDLA members who have completed minimum requirements to provide the public with access to qualified legal services. Provider expressly disclaims all warranties, including the warranties of merchantability. Users rely for a particular purpose and non-infringement. Any use of content contained on or made available through this website is not intended to and does not constitute legal advice and no attorney-client relationship is formed. The accuracy, completeness, adequacy or usefulness of this content is not warranted or guaranteed. Your use of information on the website is entirely at your own risk.

INFORMATION UPDATE

Please indicate below any changes to your address or contact information.

Name INVOICE RECEIVED BY: Address _____

Firm LYP 8/25/08 City, State, Zip _____

Phone GOOD / PROD. RECVD. BY 8-1282-412 30-085-001-8-810

Email LYP 8/25/08 Website _____

Communications: ☐ exclude me from fax communication ☐ exclude me from email communication

PAYMENT METHOD

☐ check payable to TCDLA ☐ credit card (visa, mastercard, amex or discover)

Name on card _____ Card number _____

Billing address _____ Signature _____

RENEW

Renew online at **www.tcdla.com** or mail completed form with payment to **TCDLA Membership • 1707 Nueces Street • Austin, Texas 78701**

TCDLA use only
Date paid _____ Check # _____ Received by _____ Date _____

AI-10827 **16.A.**

Cell Phone Request
CC REGULAR

Date: 09/02/2008
Submitted By: Virginia Rodriguez, SHERIFF DEPT.
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy, requesting acceptance and approval to purchase one (1) cell phone (equipment only-Model buzz ic502) Motorola through Hidalgo County's membership/participation with HGAC awarded vendor Sprint in the amount not to exceed $69.99. (Contract No.: CW05-02)

BACKGROUND

The attempt was going to be made to qualify the unit as a "replacement" but it appeared unlikely because this unit was purchase first time with a different model (i335) but switched to a buzz ic502 due to first one did not meet specifications.

Fiscal Impact

FISCAL YEAR: 08 **ACCT. #:** 1229-421-00-280-007-0-664
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** Yes

BUDGETARY IMPACT:

Available balance as of 08/29/08 $3,502.79.

Attachments

Link: Cellular Request Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/26/2008 02:52 PM	APRV
2	Budget & Management	Veronica Lopez	08/26/2008 03:43 PM	APRV
3	Rey Salazar	Rey Salazar	08/29/2008 08:14 AM	APRV
4	Erika Reyna	Erika Reyna	08/29/2008 08:51 AM	APRV
5	Auditor's Office	Linda Fong	08/29/2008 09:16 AM	APRV
6	Purchasing Department	Marty Salazar	08/29/2008 10:42 AM	APRV
7	Court Administrator	Angela Garcia	08/29/2008 10:44 AM	APRV

Form Started By: Virginia Rodriguez Started On: 08/26/2008 10:35 AM

Final Approval Date: 08/29/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☑ Phone and service (Porting/Existing number: 956-294-6605)
☐ Plan change
☐ User Name Change
☐ Delete Service
☐ Other equip. only

(2) Requesting employee/position: Estebon Cano, Lieutenant

Employee ID #: 024031 Office: _____ **Budget Acct. #:** 8-1229-421-00-280-007-0-

(3) Type of duties:

☑ Offsite duties ☑ On-call duties ☑ Law Enforcement ☑ Emergency Response ☐ Other: _____

(4) Describe how cell phone will be used: Law Enforcement - Patrol

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☐ BE1000	☐ Data Plan	☐ Equipment Type	☐ Equipment Cost
Plan Cost	$____	$55.00	$55.00	_____	$_____

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently During assigned SHERIFF'S OFFICE related business

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other: _____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense _____

Department Head / Elected Official

by Amanda Martinez	Amadeo Martinez	8/26/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM ("Multiple phones")

HIDALGO COUNTY, TEXAS

Type of Request:	Requesting Employee or Position:	Employee ID#	Model of Phone	Anticipated usage per month	Additional accessories
1 Phone	Lt. Esteban Cano	024031	iC502	$ 49.99	

Department Head/ Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Arnoldo Montemayor	8/26/08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT -- APPROVAL DATE : _____

AI-10862 **17.A.**

Pole Relocation

CC REGULAR

Date: 09/02/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Authorization for discussion, consideration and/or approval to enter in a Work Payment Agreement with Magic Valley Electric Coop for relocation of transmission pole on North I Road Project - Project approved by Commissioner's Court on 12/19/2000.

BACKGROUND

Work will entail the relocation of a "Power Pole" (utilities) by Magic Valley Electric Coop at the intersection of Wisconsin Road and "I" Road.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $612,026.00 as of 8/28/08.

Attachments

Link: AI-10862 Attachment
Link: AI-10862 Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/27/2008 04:36 PM	APRV
2	Dale Kennan	Dale Kennan	08/28/2008 08:53 AM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	PEND
Form Started By: Sandra Garcia			Started On: 08/27/2008 02:39 PM	
Final Approval Date: 08/29/2008				

Engineer's Construction Cost Estimate - North "I" Road 138kV T/L Relocation

Section 1 - POLE REMOVAL UNITS

Unit No.	No. of Units	Unit Price Labor	Unit Price Materials	Unit Price Labor and Materials	Extended Price Labor and Materials	Total Labor	Total Materials
70/H3 Removal	1	2,000		2,000	2,000	2,000	
Pole Salvage Value	1		-500	-500	-500		-500
Transport salvage pole-warehs	1	100		100	100	100	
	3		**Total, Section 1**		$1,600	$2,100	-500

Section 2 - POLE TOP ASSEMBLY REMOVAL UNITS

Unit No.	No. of Units	Unit Price Labor	Unit Price Materials	Unit Price Labor and Materials	Extended Price Labor and Materials	Total Labor	Total Materials
TUS-1P	1	2,000		2,000	2,000	2,000	
C7-1	1	500		500	500	500	
C9-1	1	350		350	350	350	
	3		**Total, Section 2**		$2,850	$2,850	

Section 3 - CONDUCTOR ASSEMBLY REMOVAL UNITS

Unit No.	No. of Units	Unit Price Labor	Unit Price Materials	Unit Price Labor and Materials	Extended Price Labor and Materials	Total Labor	Total Materials

Total, Section 3 _____

Section 4 - GUY ASSEMBLY REMOVAL UNITS

Unit No.	No. of Units	Unit Price Labor	Unit Price Materials	Unit Price Labor and Materials	Extended Price Labor and Materials	Total Labor	Total Materials

Total, Section 4 _____

Section 5 - ANCHOR ASSEMBLY REMOVAL UNITS

Unit No.	No. of Units	Unit Price Labor	Unit Price Materials	Unit Price Labor and Materials	Extended Price Labor and Materials	Total Labor	Total Materials

Total, Section 5 _____

Section 6 - MISCELLANEOUS ASSEMBLY REMOVAL UNITS

Unit No.	No. of	Unit Price		Labor and	Extended Price Labor and

	Units	Labor	Materials	Materials	Materials	Total Labor	Total Materials
TM-9B	1	100		100	100	100	
				100			
				Total, Section 6	$100	$100	

SUMMARY	Total Price	Total Labor
Section 1 - POLE REMOVAL UNITS	1,600	2,100
Section 2 - POLE TOP ASSEMBLY REMOVAL UNITS	2,850	2,850
Section 3 - CONDUCTOR ASSEMBLY REMOVAL UNITS		
Section 4 - GUY ASSEMBLY REMOVAL UNITS		
Section 5 - ANCHOR ASSEMBLY REMOVAL UNITS		
Section 6 - MISCELLANEOUS ASSEMBLY REMOVAL UNITS	100	100
Total Cost to Remove Existing T\Line Section	**$4,550**	$5,050

Section 1 - POLE UNITS

Unit No.	No. of Units	Unit Price Labor	Unit Price Materials	Unit Price Labor and Materials	Extended Price Labor and Materials	Total Labor	Total Materials	
90\H6 (concrete)	1	6,000	5,800	11,800	11,800	6,000	5,800	
	1			**Total, Section 1**	$11,800	$6,000	$5,800	11,800

Section 2 - POLE TOP ASSEMBLY UNITS

Unit No.	No. of Units	Unit Price Labor	Unit Price Materials	Unit Price Labor and Materials	Extended Price Labor and Materials	Total Labor	Total Materials	
TP-138HD	1	2,100	1,500	3,600	3,600	2,100	1,500	
C9-1	1	650	550	1,200	1,200	650	550	
	2			**Total, Section 2**	$4,800	$2,750	$2,050	4,800

Section 3 - CONDUCTOR ASSEMBLY UNITS

Unit No.	No. of Units	Unit Price Labor	Unit Price Materials	Unit Price Labor and Materials	Extended Price Labor and Materials	Total Labor	Total Materials	
559 AAAC (Darien)restring	1.80	2,000		2,000	3,600	3,600		
559 AAAC (distrib.)restring	2.40	1,800		1,800	4,320	4,320		
7No.9 Alumoweld restring	0.60	700		700	420	420		
Splice, 559, jumper								
Splice, 7no9, jumper								
		1,600	650	2,250				
				Total, Section 3	$8,340	$8,340		8,340

Section 4 - GUY ASSEMBLY UNITS

Unit No.	No. of Units	Unit Price Labor	Unit Price Materials	Unit Price Labor and Materials	Extended Price Labor and Materials	Total Labor	Total Materials

TG-21A					

1 0 1

Total, Section 4

Section 5 - ANCHOR ASSEMBLY UNITS

Unit No.	No. of Units	Unit Price Labor	Unit Price Materials	Unit Price Labor and Materials	Extended Price Labor and Materials	Total Labor	Total Materials
TA-13S							
TA-13S3							
TA-13S7							

Total, Section 5

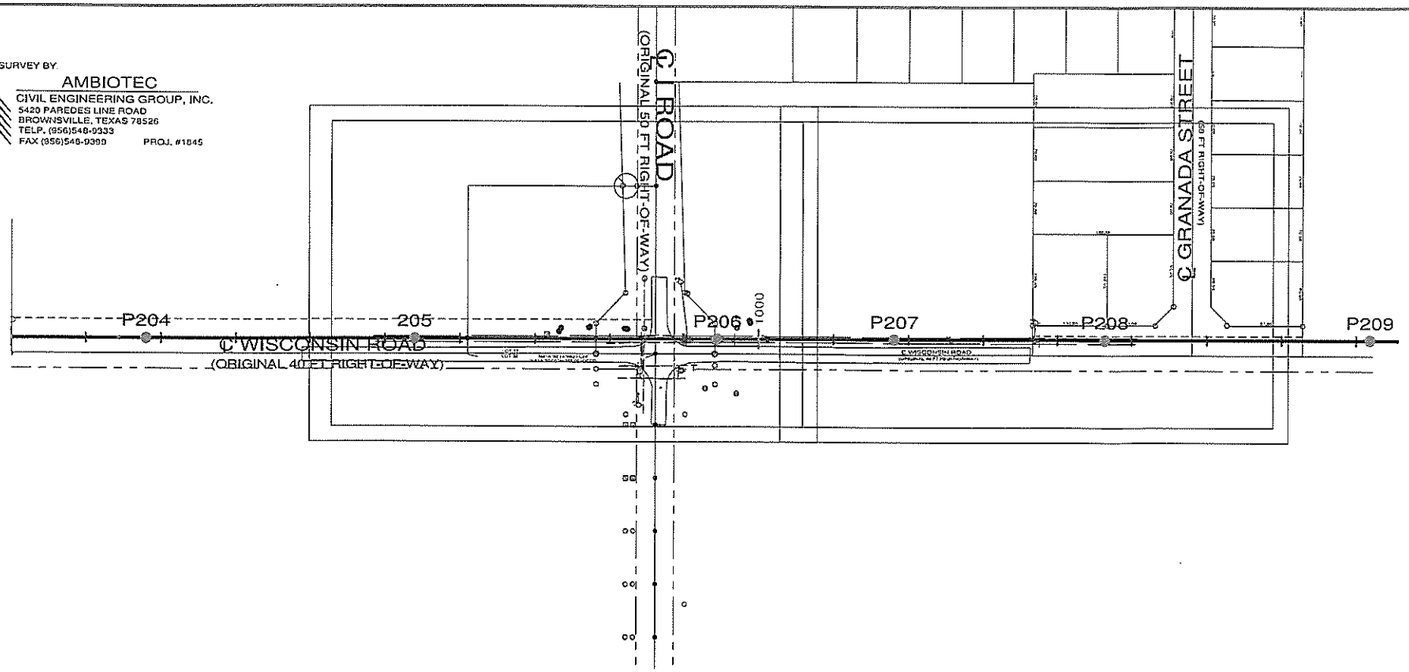
Section 6 - MISCELLANEOUS ASSEMBLY UNITS

Unit No.	No. of Units	Unit Price Labor	Unit Price Materials	Unit Price Labor and Materials	Extended Price Labor and Materials	Total Labor	Total Materials	
TM101	1	550	150	700	700	550	150	
Total, Section 6					$700	$550	$150	700

SUMMARY	Total Price	Total Labor	Total Materials	% Labor Cost
Section 1 - POLE UNITS	11,800	6,000	5,800	0.51
Section 2 - POLE TOP ASSEMBLY UNITS	4,800	2,750	2,050	0.57
Section 3 - CONDUCTOR ASSEMBLY UNITS	8,340	8,340		1.00
Section 4 - GUY ASSEMBLY UNITS				
Section 5 - ANCHOR ASSEMBLY UNITS				
Section 6 - MISCELLANEOUS ASSEMBLY UNITS	700	550	150	0.79
Mobilization and Bonding	3,500	3,000	500	
Total Cost for North "I" Road Relocation	**$29,140**	$20,640	$8,500	0.71

Estimated Engineering Cost Estimate for New Construction	$12,000
Estimated Removal and Construction Costs & Engineering for Transmission Line Reroute	$45,690
15% Construction and Engineering Contingency Factor	$6,854
Construction adder for energized work	$15,000
Estimated Total Project Cost (08-07-08) for Transmission Line Modifications	**$67,544**

GROUND SURVEY BY:
AMBIOTEC
CIVIL ENGINEERING GROUP, INC.
5420 PAREDES LINE ROAD
BROWNSVILLE, TEXAS 78526
TELP. (956)546-9333
FAX (956)546-9999 PROJ. #1645



NOTES

1. NO NEW RIGHT OF WAY REQUIRED FOR TRANSMISSION LINE

2. EXISTING CONDUCTORS AND OHSW WILL BE RESTRUNG

3. STRUCTURE P206 WILL BE REPLACED WITH A NEW POLE LOCATED APPROXIMATELY 50FT. TO THE EAST

LEGEND

EXISTING TO BE REMOVED

EXISTING TO REMAIN IN PLACE

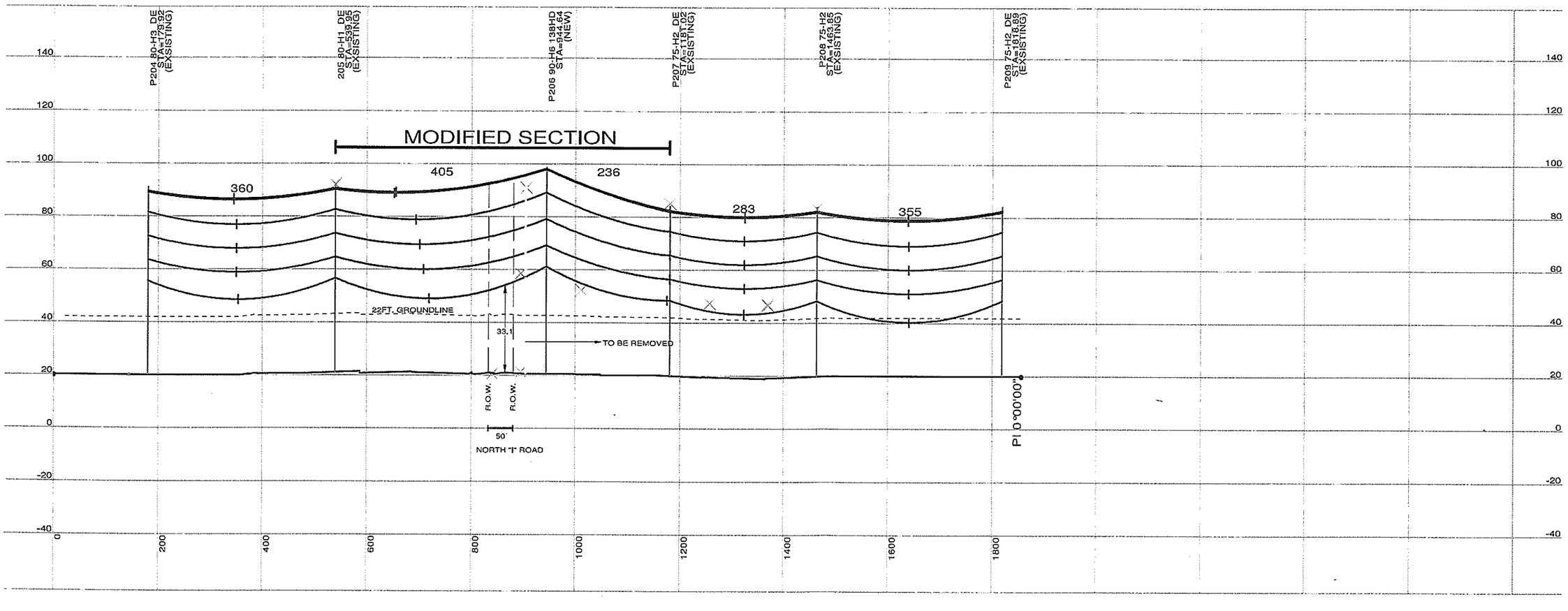
PROPOSED TRANSMISSION LINE

NEW RIGHT OF WAY-T/LINE

200.0 FT. HORIZ. SCALE

40.0 FT. VERT. SCALE

NORTH



NO	REVISIONS	DATE	BY
	ORIGENAL ISSUE	8/7/08	CMC

MAGIC VALLEY ELECTRIC COOPERATIVE
TEXAS-48-HIDALGO

MERETT-PHARR 138KV T/LINE
NORTH "I" ROAD

ELECTRICAL SYSTEMS CONSULTANTS
ELECTRICAL CONSULTING ENGINEERS
FORT COLLINS COLORADO
(970) 224-9100

DRAWN	CMC
DESIGNED	LAJ
CHECKED	
APPROVED	
SCALE VERT.	1"=40'
HORIZ.	1"=200'
TIME	
DATE	
JOB NO.	308-992D

MP-I_RD

AI-10882 **17.B.**

Additional Right of Way New Administration Office
CC REGULAR

Date: 09/02/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Authorization for title reports, survey metes & bound, appraisals and acquisition of additional right of way for a 5' easement along the north & east side of Lot 13 Kelly Pharr Subdivision. (Wiring necessary for the New Administration Building)

BACKGROUND

Lines need to be installed for IT Department.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$612,026 Available as of 8/27/08

Attachments

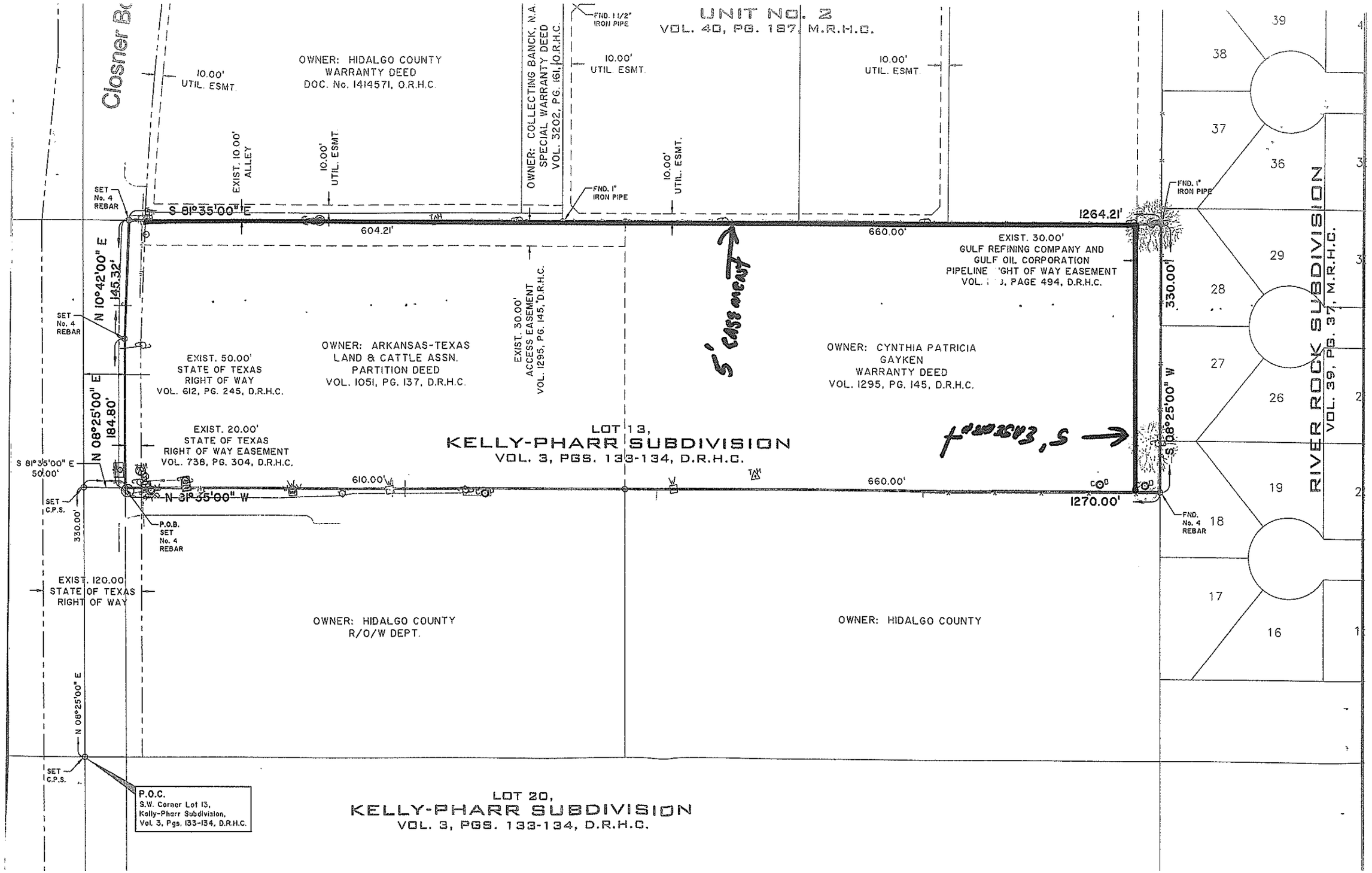
Link: Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:55 AM	APRV
2	Dale Kennan	Dale Kennan	08/28/2008 09:33 AM	APRV
3	Auditor's Office	Linda Fong	08/29/2008 09:22 AM	APRV
4	Purchasing Department	Marty Salazar	08/29/2008 11:10 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 11:22 AM	APRV

Form Started By: Sandra Garcia — Started On: 08/27/2008 04:52 PM

Final Approval Date: 08/29/2008


Closner Bl
UNIT NO. 2
VOL. 40, PG. 187, M.R.H.C.
FND. 1 1/2" IRON PIPE
10.00' UTIL. ESMT.
OWNER: HIDALGO COUNTY
WARRANTY DEED
DOC. No. 1414571, O.R.H.C.
EXIST. 10.00' ALLEY
OWNER: COLLECTING BANCK, N.A.
SPECIAL WARRANTY DEED
VOL. 3202, PG. 161, O.R.H.C.
FND. 1" IRON PIPE
SET No. 4 REBAR
S 81°35'00" E
604.21'
660.00'
1264.21'
EXIST. 30.00'
GULF REFINING COMPANY AND
GULF OIL CORPORATION
PIPELINE RIGHT OF WAY EASEMENT
VOL. 13, PAGE 494, D.R.H.C.
330.00'
N 10°42'00" E
145.32'
EXIST. 30.00'
ACCESS EASEMENT
VOL. 1295, PG. 145, D.R.H.C.
5' easement
EXIST. 50.00'
STATE OF TEXAS
RIGHT OF WAY
VOL. 612, PG. 245, D.R.H.C.
OWNER: ARKANSAS-TEXAS
LAND & CATTLE ASSN.
PARTITION DEED
VOL. 1051, PG. 137, D.R.H.C.
OWNER: CYNTHIA PATRICIA
GAYKEN
WARRANTY DEED
VOL. 1295, PG. 145, D.R.H.C.
N 08°25'00" E
184.80'
S 08°25'00" W
330.00'
LOT 13,
KELLY-PHARR SUBDIVISION
VOL. 3, PGS. 133-134, D.R.H.C.
EXIST. 20.00'
STATE OF TEXAS
RIGHT OF WAY EASEMENT
VOL. 736, PG. 304, D.R.H.C.
S 81°35'00" E
50.00'
610.00'
660.00'
1270.00'
N 31°35'00" W
SET C.P.S.
P.O.B. SET No. 4 REBAR
FND. No. 4 REBAR
EXIST. 120.00
STATE OF TEXAS
RIGHT OF WAY
OWNER: HIDALGO COUNTY
R/O/W DEPT.
OWNER: HIDALGO COUNTY
N 08°25'00" E
SET C.P.S.
P.O.C.
S.W. Corner Lot 13,
Kelly-Pharr Subdivision,
Vol. 3, Pgs. 133-134, D.R.H.C.
LOT 20,
KELLY-PHARR SUBDIVISION
VOL. 3, PGS. 133-134, D.R.H.C.
RIVER ROCK SUBDIVISION
VOL. 39, PG. 37, M.R.H.C.
39
38
37
36
29
28
27
26
19
18
17
16
4
3
2
1

AI-10869 **17.C.**

Request for payment
CC REGULAR

Date: 09/02/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 08 029 in the amount of $2,625.00, from Rodriguez Engineering, contracted for the surveying of a 5.0 acre tract of land out of lot 10 block 99 Campacuas Addition, Llano Grande Grant, Chano's Subdivision Unit No. 2 and an Easement between Canton Plaza Subdivision and Chano's Subdivision Unit No. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

$612,026.00 available as of 8/27/08

Attachments

Link: Attachment 1
Link: Attachment 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:51 AM	APRV
2	Dale Kennan	Dale Kennan	08/28/2008 08:38 AM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	PEND
Form Started By: Sandra Garcia			Started On: 08/27/2008 03:52 PM	
Final Approval Date: 08/29/2008				

RODRIGUEZ ENGINEERING CONSULTING ENGINEER/SURVEYOR

DATE: June 23, 2008 Invoice No. 08 029

Project: PO 604890

Owner: RIGHT OF WAY DEPARTMENT
902 N. DOOLITTLE
EDINBURG TX 78539

Location: A 5.0 ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT, VOL. 1, PAGE 2, H. C. M. R.

CHANO'S SUBDIVISION UNIT No. 2 (REAR OF LOT 1) VOLUME 40, PG. 187, H. C. M. R.

AN EASEMENT BETWEEN CANTON PLAZA SUBDIVISION AND CHANO'S SUBDIVISION UNIT No. 2, H. C. M. R.

Surveying Services rendered as per PO 604890

5 Acre Tract of Land:	$ 1,200.00
Survey on Lot 1, Chano's Subd.:	$ 1,000.00
Survey of Easement:	$ 425.00
Amount Due Now:	$ 2,625.00

APPROVED FOR BILLING:

P.O. # 604890

INVOICE RECEIVED BY:
on 6/25/08

GOODS/SERVICES RECEIVED BY:
on 6/25/08

ACCT.# 8-1200-431-00-260-001-0-711

P.O. BOX 1830
EDINBURG, TEXAS 78540
PHONE (956) 491-1013

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS • 78540
PHONE (956) 491-1013

FIELD NOTE DESCRIPTION OF TRACT No. 1

BEING 5.00 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF LOT 10, BLOCK 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT; SAID SUBDIVISION BEING RECORDED IN VOLUME 1, PAGE 2 OF THE HIDALGO COUNTY MAP RECORDS, AND SAID 5.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

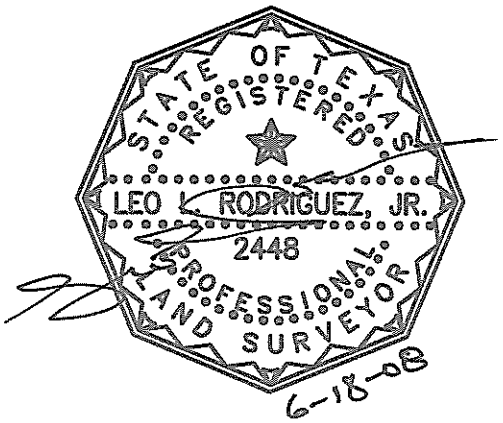
COMMENCING, AT A P–K NAIL SET FOR THE NORTHWEST CORNER OF LOT 10, BLOCK 99, OF SAID SUBDIVISION, SAID POINT BEING AT THE CENTERLINE OF MILE 1 1/2 WEST ROAD (40 FEET WIDE), THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 1155.00 FEET TO A P–K NAIL SET FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, EAST, AT A DISTANCE OF 20.00 FEET PASS A 1/2–INCH IRON ROD FOUND AT THE EAST RIGHT–OF–WAY LINE OF MILE 1 1/2 WEST ROAD, AND CONTINUING EAST FOR A TOTAL DISTANCE OF 1320.00 FEET, TO A 1/2–INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH, ALONG THE EAST LINE OF LOT 10, BLOCK 99, A DISTANCE OF 165.00 FEET TO A 1/2–INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, WEST, ALONG THE SOUTH LINE OF LOT 10, BLOCK 99, A DISTANCE OF 1300.00 FEET PASS A 1/2–INCH IRON ROD SET AT THE EAST RIGHT–OF–WAY LINE OF MILE 1 1/2 WEST ROAD, AND CONTINUING WEST FOR A TOTAL DISTANCE OF 1320.00 FEET TO A P–K NAIL SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, NORTH, ALONG THE WEST LINE OF SAID LOT 10, BLOCK 99, A DISTANCE OF 165.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE METES AND BOUNDS, A 5.00 ACRE PARCEL OF LAND, MORE OR LESS.



— Copy —

Purchase Order

COUNTY OF HIDALGO

PO#: 604890

DATE: 06/10/08

VENDOR: 223778 REQ:00133987

Email:

Phone:

RODRIGUEZ ENGINEERING
P.O. BOX 1830
EDINBURG TX 78540

Vendor Acct:

BUYER: SGARCIA
SHIP TO: RIGHT OF WAY DEPARTMENT
902 N. DOOLITTLE
EDINBURG TX 78539

CONTACT:
SITE: RIGHT OF WAY DEPARTMENT

Special Instructions:

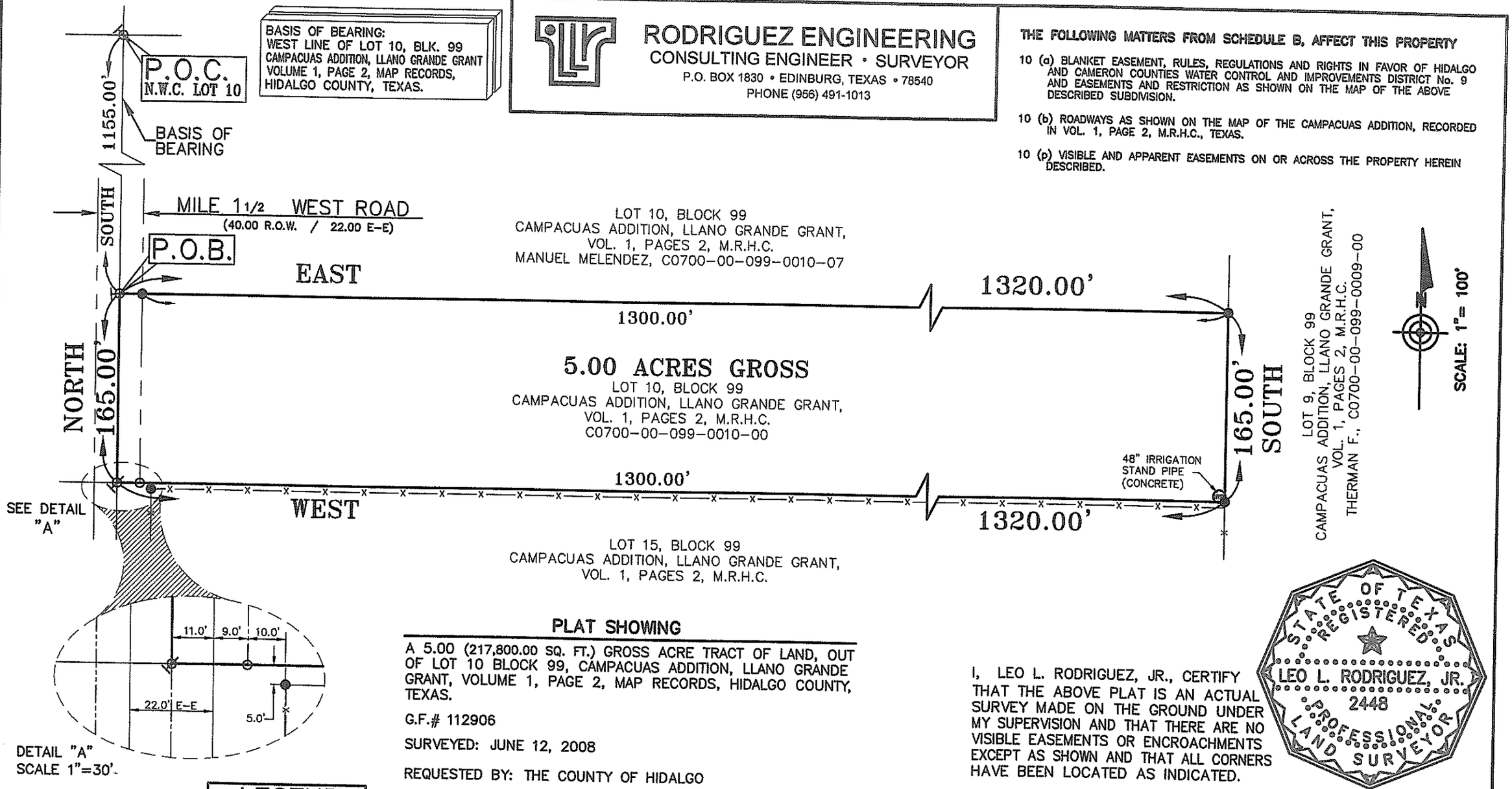
Contract No:

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		
		REQ # 08-004-01-16-OTM		
1	EACH	Survey of a 5.0 acre tract of land out of Lot 10 Block 99 Campacuas Addition, Llano Grande Grant Vol. 1 Page 2 HCMR	1,200.00	1,200.00
1	EACH	Survey of Chano's Subdivision Unit No. 2 (Rear of Lot 1) Volume 40 Page 187 HCMP	1,000.00	1,000.00
1	EACH	Suvey of an easement between Canton Plaza Subdivision and Chano's Subdivision	425.00	425.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,625.00
		********** For Hidalgo County use only		
		8-1200-431-00-260-001-0-711 2,625.00		
		Approved		

Authorized by: Martha L. Salazar



BASIS OF BEARING:
WEST LINE OF LOT 10, BLK. 99
CAMPACUAS ADDITION, LLANO GRANDE GRANT
VOLUME 1, PAGE 2, MAP RECORDS,
HIDALGO COUNTY, TEXAS.

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS • 78540
PHONE (956) 491-1013

THE FOLLOWING MATTERS FROM SCHEDULE B, AFFECT THIS PROPERTY

10 (a) BLANKET EASEMENT, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENTS DISTRICT No. 9 AND EASEMENTS AND RESTRICTION AS SHOWN ON THE MAP OF THE ABOVE DESCRIBED SUBDIVISION.

10 (b) ROADWAYS AS SHOWN ON THE MAP OF THE CAMPACUAS ADDITION, RECORDED IN VOL. 1, PAGE 2, M.R.H.C., TEXAS.

10 (p) VISIBLE AND APPARENT EASEMENTS ON OR ACROSS THE PROPERTY HEREIN DESCRIBED.

PLAT SHOWING

A 5.00 (217,800.00 SQ. FT.) GROSS ACRE TRACT OF LAND, OUT OF LOT 10 BLOCK 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT, VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

G.F.# 112906

SURVEYED: JUNE 12, 2008

REQUESTED BY: THE COUNTY OF HIDALGO

FLOOD ZONE DESIGNATION: ZONE "X"
COMMUNITY-PANEL NUMBER: 480334 0450 C
MAP REVISED: JUNE 6, 2000

LEGEND
- FD. 1/2" IRON ROD
- SET 1/2" IRON ROD
- SET P-K NAIL

JOB NUMBER
SUR 08 029 1

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

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

6-18-08
LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

©COPYRIGHT 2008 RODRIGUEZ ENGINEERING. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMES HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

AI-10922 **18.A.**

IT CO's 2002 appropriation for Co. Wide Antivirus Software Services
CC REGULAR

Date: 09/02/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Auditor's Office

Information

CAPTION

Discussion, consideration, and action of the following:
1. Approval to increase Certificate of Obligation Series, fund 1332, estimated revenues by $29,648.71.
2. Approval of 2008 appropriation of funds for the Certificates of Obligation series, 2002-IT Department (fund 1332) in the amount of $62,270.00 to fund Countywide antivirus software services.

BACKGROUND

Please refer to quote dated 8-25-08 from SHI Government Solutions provided by IT Dept.

Acct Breakdown:
8-1332-415-00-200-007-0-747 "CO, 2002-IT Dept-Software"- $62,270.00
8-1100-415-00-200-002-0-336 "Computer Dept-Computer Services"- $6,542.40
Project Total - $68,812.40

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1332-415-00-200-007-0-747
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $62,270.00, fund 1332, to fund co. wide antivirus software services to be provided by SHI Govt. Solutions. Funds available based on Auditor's office revised revenue estimates on CO's 2002 interest earnings and unreserved f/b.

Attachments

Link: SHI Co.wide antivirus software quote
Link: IT CO's 2002 BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/29/2008 09:42 AM	APRV
2	Budget & Management	Veronica Lopez	08/29/2008 09:46 AM	APRV

3	Veronica Lopez	Veronica Lopez	08/29/2008 10:02 AM	APRV
4	Auditor's Office	Becky Morales	08/29/2008 03:53 PM	APRV
5	Ivan Cantu (Originator)	Ivan Cantu	08/29/2008 04:14 PM	APRV
6	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Ivan Cantu Started On: 08/29/2008 08:12 AM

Final Approval Date: 08/29/2008

Stan.Ramos

From: Robert_Petrucelli@shi.com
Sent: Monday, August 25, 2008 4:27 PM
To: stan.ramos@co.hidalgo.tx.us
Subject: SHI Quote 2775164, Sophos



Pricing Proposal
Quotation #: 2775164
Created On: Aug-25-2008
Valid Until: Aug-29-2008

Hidalgo County

Stan Ramos

Phone:
Fax:
Email: stan.ramos@co.hidalgo.tx.us

Account Representative

Robert Petrucelli

1301 S. Mo-Pac Expressway
Suite 375
Austin, TX 78746
Phone: 800-870-6079
Fax: 512-732-0232
Email: Robert_Petrucelli@shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	1500 Sophos Endpoint Security Control & NAC Advanced SOPHOS - Part#: ETNM3USSC	1	$62,270.00	$62,270.00
2	3 Days ProServices Consulting SOPHOS - Part#: PO3UTUSPS	1	$6,542.40	$6,542.40
			Total	$68,812.40

Additional Comments

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-294

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

DATE: August 29, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: DBM for CO's 2002-IT Dept

ACCOUNT NUMBER: 8-1332-415-00-200-007-0-747

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
8-1332-415-00-200-007-0-747	C.O., 2002-IT Dept-	Software	62,270.00
8-1332-361-10-000-000-0-000	C,O, 2002-	Interest Earnings	29,648.71
		TOTAL BUDGET INCREASE (DECREASE)	**62,270.00**

REASON: To fund Co. Wide antivirus software services to be provided by SHI Govt Solutions. Monies coming from revised estimated revenues & unreserved f/b.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-10848 **19.A.**

Cell Phone Replacement
CC REGULAR

Date: 09/02/2008
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Tax Office

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, aceptance and approval of Cellular Request Form (for replacement of stolen equipment) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Equipment Type:	One Time Equipment Cost:
Tax Office	Armando Barrera, Jr.	IC 502	$50.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-415-15-140-001-0-664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08/28/08 $8,999.08

Attachments

Link: Replacement of Cellular Phone

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/27/2008 09:57 AM	APRV
2	Erika Reyna	Erika Reyna	08/28/2008 01:15 PM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 05:56 PM	APRV
4	Purchasing Department	Marty Salazar	08/29/2008 08:21 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 08:32 AM	APRV

Form Started By: Griselda Salazar Started On: 08/27/2008 08:51 AM

Final Approval Date: 08/29/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

- ☒ Phone and service (NEW)
- ☒ Phone and service (Porting/Existing number: 956-2796418)
- ☐ Plan change
- ☐ User Name Change
- ☐ Delete Service
- ☒ Other Replacement

(2) Requesting employee/position: Tax-Assessor & Collector Armando Barrera

Employee ID #: 663 Office: Tx-Off#140 Budget Acct. #8-1100-415-15-140-001-0-532

(3) Type of duties:

☐Offsite duties ☒On-call duties ☐Law Enforcement ☒Emergency Response ☒Other: _____

(4) Describe how cell phone will be used: Replacement for stolen phone
Date: 8/18/08

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☐ BE1000	☐ Data Plan	☐ Equipment Type	☒ Equipment Cost
Plan Cost	$	$55.00	$55.00		$ 50.00

(6) Will phone be used outside of the County of Hidalgo X. If yes indicate where and how frequently

As necessary

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other: _____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense _____

Department Head / Elected Official

	ARMANDO BARRERA JR, TAX A/C	8/26/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

Post-it® Fax Note 7671 | Date 8/26/08 | # of pages ▶ 1
To Brisalda | From H Cty J.
Co./Dept. | Co.

AI-10851 **20.A.**

Amended Interlocal Agreement City of Mercedes/ Hidalgo County Pct.1 CC REGULAR

Date: 09/02/2008
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Joseph Palacios
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

A. Requesting approval to rescind the action on the Interlocal Cooperation Agreement, originally approved by CC on 08/12/08, between Hidalgo County Pct. 1 and the City of Mercedes for road system improvements.

B. Requesting approval of an Interlocal Agreement between Hidalgo County Pct. #1 and City of Mercedes, TX for road system improvements.

BACKGROUND

Amended interlocal agreement with the City of Mercedes has been reviewed by legal counsel.

Fiscal Impact

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

BUDGETARY IMPACT:

A meeting was held @ the Dept of Budget & Mgmt on 8-25-08 with Pct. 1, Auditor's office, and DBM staff in reference to this agenda item.

DBM is responsible to prepare the invoices related to this agreement for each road project in order for the Co. to get reimbursed.

Pct. 1 staff is to prepare the necessary documents in order for DBM staff to prepare invoices for each project individually.

Auditor's office will create a new program no under the Pct. 1 R & B fund (1201) in order to monitor the expenditures for this agreement as well as a receivable acct to recognize the reimbursements.

Each project will have a separate PO for expenditures related to this agreement.

Attachments

Link: Amended Interlocal Agreement City of Mercedes

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/27/2008 11:53 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/29/2008 11:08 AM	APRV
3	Auditor's Office	Linda Fong	08/29/2008 01:04 PM	APRV
4	Purchasing Department	Marty Salazar	08/29/2008 04:32 PM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 05:09 PM	APRV

Form Started By: Noe Montez Started On: 08/27/2008 10:17 AM

Final Approval Date: 08/29/2008

Website: www.atlashall.com
E-mail: info@atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W PECAN
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

August 29, 2008

Commissioner Pct. #1, Sylvia Handy
1902 Joe Stevens
Weslaco, Texas 78596

Hand Delivered

RE: Interlocal Cooperation Agreement between Hidalgo County and City of Mercedes

Dear Commissioner Handy:

Pursuant to your request we have revised the enclosed Interlocal regarding the above referenced matter. Upon approval of the Interlocal you will need to have the Mayor for the City of Mercedes to reexecute same.

If you have any questions, please call our office.

Very truly yours,

ATLAS & HALL, LLP

By: Stephen L. Crain

SLC/mt

Enclosure

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION
AGREEMENT BETWEEN HIDALGO COUNTY
AND CITY OF MERCEDES, TEXAS

THIS Agreement is made on this the ___ day of _____, 2008 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County," and **CITY OF MERCEDES** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, County is a county created in Texas;
WHEREAS, City is a home rule city located in Texas;

WHEREAS, City pursuant to its statutory and constitutional authority, is responsible for facilitating the vehicular transportation within and around the City of Mercedes, Texas; and

WHEREAS, the City and the County through Precinct No. 1, desire to facilitate vehicular traffic and improve the road system for safe transportation within the city limits of City;

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The City shall contract to obtain engineering design for the street improvements and shall be responsible for supervision of al phases of the design of the street improvements.

2. The City shall be responsible for any and all engineering necessary for the street improvements, including but not limited to any internal or third party contracts for engineering services.

3. County, through Precinct No. 1, shall provide materials owned by County at current market prices to the City for the furtherance of the work on an as needed basis. The County shall make materials available to City only so long as such materials are readily available and not infringing or delaying any existing County projects in which the materials may be needed. County shall be solely responsible for determining the current rate for materials and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County.

4. County, through Precinct No. 1, shall provide the equipment and personnel necessary to complete the street improvements as described herein on an as-needed basis. The County shall make equipment and personnel available to City only so long as such equipment and personnel are readily available and not infringing or delaying any existing County projects in which the equipment and personnel may be needed.

infringing or delaying any existing County projects in which the equipment and personnel may be needed.

5. City agrees to reimburse County at County's cost for the use of the equipment and personnel on an hourly basis as described in Exhibits "A" and City further agrees to make such payments to County within thirty (30) days of receipt of invoices from County.

6. The parties agree that all other costs associated with the street improvements shall be the responsibility of the City and not the County.

7. Term. The term of this Agreement shall be for one (1) year with the option to review for five (5) additional one year terms upon the same terms and conditions described herein except that the prices in Exhibit "A" are subject to change as defined in paragraph 9 herein.

8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

9. The costs described in Exhibit "A" are subject to change at any time when costs change to the County at which time the City may either accept or reject the new pricing. If the City rejects the new pricing proposed by the County for Exhibit "A", this Agreement shall terminate effective immediately.

10. **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 their 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 times such conflict exists.

11. **No Waiver**. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.

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

14. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	City of Mercedes Attention: City Manager PO Drawer 837 Mercedes, Texas 78570
If to County:	Hidalgo County Attention: J.D. Salinas III, County Judge P.O. Box 758 Edinburg, Texas 78540-0758

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

15. **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.

16. **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.

17. **Assignment**. This Agreement shall not be assignable.

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

19. **Gender and Number**. All pronouns used in this Agreement shall include the other

gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

21. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

22. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MERCEDES

By: _____
Mayor

Attest: _____
City Secretary

HIDALGO COUNTY

By: _____
J.D. Salinas, III, County Judge

Attest:

_____

By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____

Stephen L. Crain

Exhibit "A"

Reimbursement Rates for Usage Of County Equipment & Labor

County Equipment

1. Smooth Drum Vibratory	$ 47.02 / Hr.
2. Double Drum Vibratory	$ 56.00 / Hr.
3. 2001 Nine Wheel Pneumatic Roller	$ 30.18 / Hr.
4. Water Truck	$ 21.83 / Hr.
5. Motorgrader	$ 69.97 / Hr.
6. Back-hoe Loader	$ 27.74 / Hr.
7. Dump Truck	$ 44.44 / Hr.
8. 18 Wheel Transport	$ 31.75 / Hr.
9. Paver	$140.48 / Hr.
10. Double Drum Steel Roller	$ 33.83 / Hr.

County Labor

1. Paving Supervisor	$ 16.77 / Hr.
2. Heavy Equipment Operator I	$ 15.04 / Hr.
3. Heavy Equipment Operator II	$ 13.98 / Hr.
4. Heavy Equipment Operator III	$ 17.41 / Hr.
5. Truck Driver I	$ 11.34 / Hr.
6. Truck Driver II	$ 10.08 / Hr.
7. Maintenance I	$ 10.69 / Hr.
8. Maintenance II	$ 12.87 / Hr.
9. Maintenance III	$ 15.04 / Hr.
10. Safety Coordinator	$ 16.77 / Hr.

County Material

1. MS-1 Emulsion Asphalt	$ 2.40 / Gallon
2. Flexible Base Material Type D, Grade 6	$ 2.50 / Per Ton
3. Evoluer 4-4	$ 17.35 / Gallon
4. Mosquito Briquets	$ 10.90 / Packet
	$ 54.50 / Case (5/20Ct)

County Service

30yd Roll-Off Container for Trash

Miles and Diesel Rates	$ 36.15	
To Deliver Hauling Rental	$ 79.09	two days rental
Driver for 3 hr	$ 30.24	for taking and picking-up container
Disposal Fees $29.82 per ton	$ 89.46	@ three tons average
	$234.94	**Total**

30yd Roll-Off Container for Tires

Miles and Diesel Rates	$ 36.15	
To Deliver Hauling Rental	$ 79.09	two days rental
Driver for 3 hr	$ 30.24	for taking and picking-up container
Disposal Fee	$275.00	average of tire that fit in the container is 275
	$420.48	**Total**

30yd Roll-Off Container for Construction

Miles and Diesel Rates	$ 36.15	
To Deliver Hauling Rental	$ 79.09	two days rental
Driver for 3 hr	$ 30.24	for taking and picking-up container
Disposal Fee $29.82 per ton	$149.10	@ five tons average
	$294.58	**Total**

Water Pumps

1. 2" with hoses $ 51.30 / daily rate
2. 3" with hoses $ 62.70 / daily rate
3. 4" with hoses $104.88 / daily rate

(as of 7/21/08)

AI-10927 **21.A.**

Hidalgo citizen traffic concerns issues on McColl Rd
CC REGULAR

Date: 09/02/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Discussion, consideration and possible action to assist the City of Hidalgo with citizen concerns regarding traffic issues at the Intersection of McColl Road and (FM 3072) Dicker Road.

BACKGROUND

Memo from HP attached.

Fiscal Impact

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

BUDGETARY IMPACT:

no fiscal impact determined at this time.

Attachments

Link: my document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 09:46 AM	APRV
2	Rey Salazar	Rey Salazar	08/29/2008 02:45 PM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 08/29/2008 09:29 AM

Final Approval Date: 08/29/2008

Hidalgo Police Department

211 E. Esperanza * Hidalgo, TX 78557

(956) 843-2737 * Fax (956) 843-6813

All-America City 2004

8-26-2008

To: Humberto Garza, Chief Administrator

From: Lt. Homero Garza/ Traffic Safety

InRe: Traffic Safety Concerns- McColl Road & Dicker

Mr. Garza,

The City of Hidalgo recently conducted a Citizen Survey to help address different issues within our community. The survey revealed that the some of the citizen concerns were regarding traffic issues at the Intersection of McColl Road & Dicker (FM 3072). The citizens were concerned at the amount of traffic that traverses that Intersection on a daily basis. They are concerned at the speeds in which the East and West traffic flows, and that at times it is very difficult in making a right or left turn while approaching from McColl Road. The greatest of the concern was focused at the amount of accidents that have occurred at the Intersection in which some have resulted in severe injuries. The Hidalgo Police Department conducted Accident Data Research for the mentioned Intersection and it revealed that a combination of twenty accidents have occurred at the Intersection. Last week I spoke to Commissioner Palacios via telephone and we talked about the above mentioned concerns. Commissioner Palacios asked that I forward something in writing to you and said he would most certainly assist the City of Hidalgo in resolving these traffic safety concerns.

Respectfully,

Lt. Homero Garza

AI-10888 **22.A.5.**

Requesting Approval of renewal agreements and approved 1 year agreements for various depts with Lexis Nexis

CC REGULAR

Date: 09/02/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting exemption from competitive bidding requirement under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County with Lexis Nexis.

B. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):
1. Community Supervision & Corrections Department (Adult Probation)
2. Criminal District Attorney s Office
3. All Judicial Courts
4. All Constables
5. Hidalgo County JP Technology
6. Hidalgo County Clerk

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Co. Wide object code 342
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

This is a countywide agreement for Lexis Nexis services. Please refer to attached expense report for funds availability as of 8-28-08, object code 342.

Attachments

Link: Agreements
Link: Exp. Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 03:40 PM	APRV
2	Budget & Management	Veronica Lopez	08/28/2008 03:48 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/29/2008 07:37 AM	APRV
4	Auditor's Office	Linda Fong	08/29/2008 09:30 AM	APRV

5	Court Administrator	Angela Garcia	08/29/2008 10:24 AM	APRV
Form Started By: Rocio Villarreal			Started On: 08/27/2008 05:09 PM	
Final Approval Date: 08/29/2008				

LexisNexis®

SLGovt

RENEW YOUR LEXISNEXIS SUBSCRIPTION NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	Hidalgo CSCD County of	**Account Number:**	12982N

	Extension Period				**Monthly Commitment**
Beginning	**09/01/2008**	**to**	**08/31/2009**	**$**	**$1,250**
Beginning		**to**		**$**	
Beginning		**to**		**$**	

Current Number of Attorneys/Judges*: _____

Current Number of Other Government Professionals*: _____

*Information required (if applicable) to complete this transaction.

These changes will be effective on 9/1/2008. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Yvette V. Cleveland, Esq.
Account Manager, TX, State & Local Government
214-941-7055
800-238-5853 x7393
214-220-7300
yvette.cleveland@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 20th of September.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: Hidalgo CSCD County of

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

SLGovt

LexisNexis®

RENEW YOUR LEXISNEXIS SUBSCRIPTION NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	Hidalgo County DA's Office	**Account Number:**	1188F0

	Extension Period			**Monthly Commitment**	
Beginning	**9/01/2008**	**to**	**8/31/2009**	**$**	**348**
Beginning		**to**		**$**	
Beginning		**to**		**$**	

Current Number of Attorneys/Judges*: _____

Current Number of Other Government Professionals*: _____

*Information required (if applicable) to complete this transaction.

These changes will be effective on 9/01/2008. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Yvette V. Cleveland, Esq.
Account Manager, TX, State & Local Government
214-941-7055
800-238-5853 x7393
214-220-7300
yvette.cleveland@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 20th of August.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: Hidalgo County DA's Office

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

LexisNexis®

SLGovt

RENEW YOUR LEXISNEXIS SUBSCRIPTION NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	Hidalgo County - District Judges	**Account Number:**	109ZN6

	Extension Period				**Monthly Commitment**
Beginning	**09/01/2008**	**to**	**08/31/2009**	**$**	**$265**
Beginning		**to**		**$**	
Beginning		**to**		**$**	

Current Number of Attorneys/Judges*: _____

Current Number of Other Government Professionals*: _____

*Information required (if applicable) to complete this transaction.

These changes will be effective on 9/1/2008. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Yvette V. Cleveland, Esq.
Account Manager, TX, State & Local Government
214-941-7055
800-238-5853 x7393
214-220-7300
yvette.cleveland@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 20th of September.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: Hidalgo County - District Judges

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

LexisNexis®

SLGovt

RENEW YOUR LEXISNEXIS SUBSCRIPTION NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	Hidalgo County Constables	**Account Number:**	12802H

	Extension Period			**Monthly Commitment**	
Beginning	**09/01/2008**	**to**	**08/31/2009**	**$**	**$625**
Beginning		**to**		**$**	
Beginning		**to**		**$**	

Current Number of Attorneys/Judges*: _____

Current Number of Other Government Professionals*: _____

*Information required (if applicable) to complete this transaction.

These changes will be effective on 9/1/2008. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Yvette V. Cleveland, Esq.
Account Manager, TX, State & Local Government
214-941-7055
800-238-5853 x7393
214-220-7300
yvette.cleveland@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 20th of September.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: Hidalgo County Constables

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

SLGovt

LexisNexis®

RENEW YOUR LEXISNEXIS SUBSCRIPTION NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	Hidalgo County JP Technology	**Account Number:**	124ZV1

	Extension Period				**Monthly Commitment**
Beginning	**09/01/2008**	**to**	**08/31/2009**	**$**	**$1,000**
Beginning		**to**		**$**	
Beginning		**to**		**$**	

Current Number of Attorneys/Judges*: _____

Current Number of Other Government Professionals*: _____

*Information required (if applicable) to complete this transaction.

These changes will be effective on 9/1/2008. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Yvette V. Cleveland, Esq.
Account Manager, TX, State & Local Government
214-941-7055
800-238-5853 x7393
214-220-7300
yvette.cleveland@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 20th of September.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: Hidalgo County JP Technology

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

LexisNexis®

SLGovt

RENEW YOUR LEXISNEXIS SUBSCRIPTION NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	Hidalgo County Clerk	**Account Number:**	129D6F

	Extension Period				**Monthly Commitment**
Beginning	**09/01/2008**	**to**	**08/31/2009**	**$**	**$1,000**
Beginning		**to**		**$**	
Beginning		**to**		**$**	

Current Number of Attorneys/Judges*: _____

Current Number of Other Government Professionals*: _____

*Information required (if applicable) to complete this transaction.

These changes will be effective on 9/1/2008. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Yvette V. Cleveland, Esq.
Account Manager, TX, State & Local Government
214-941-7055
800-238-5853 x7393
214-220-7300
yvette.cleveland@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 20th of September.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: Hidalgo County Clerk

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description	Original Budget	Adjustments	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1100 GENERAL FUND								
8-1100-412-00-001-001-0-342 92ND DC-INFORMATION & CREDIT	.00	450.00	450.00	100.00	150.00	150.00	200.00	55.56
8-1100-412-00-003-001-0-342 139TH DC-INFORMATION & CREDIT	.00	250.00	250.00	100.00	150.00	150.00	.00	100.00
8-1100-412-00-004-001-0-342 206TH DC-INFORMATION & CREDIT	.00	450.00	450.00	100.00	150.00	150.00	200.00	55.56
8-1100-412-00-006-001-0-342 332ND DC-INFORMATION & CREDIT	.00	324.00	324.00	72.00	108.00	108.00	144.00	55.56
8-1100-412-00-007-001-0-342 370TH DC-INFORMATION & CREDIT	.00	264.00	264.00	132.00	132.00	132.00	.00	100.00
8-1100-412-00-008-001-0-342 389TH DC-INFORMATION & CREDIT	.00	432.00	432.00	180.00	252.00	252.00	.00	100.00
8-1100-412-00-009-001-0-342 398TH DC-INFORMATION & CREDIT	.00	450.00	450.00	100.00	150.00	150.00	200.00	55.56
8-1100-412-00-010-001-0-342 430TH DC-INFORMATION & CREDIT	.00	450.00	450.00	100.00	150.00	150.00	200.00	55.56
8-1100-412-00-011-001-0-342 449TH DC-INFORMATION & CREDIT	.00	450.00	450.00	100.00	150.00	150.00	200.00	55.56
8-1100-412-00-080-002-0-342 CRIM DA-INFORMATION & CREDIT	5,000.00	.00	5,000.00	2,063.00	2,937.00	2,937.00	.00	100.00
8-1100-412-30-085-003-0-342 PUBLIC DEFENDER-INFORMATION &	450.00	-450.00	.00	.00	.00	.00	.00	.00
8-1100-415-00-200-002-0-342 COMPUTER DEPT-INFORMATION & C	2,500.00	.00	2,500.00	.00	792.00	792.00	1,708.00	31.68
8-1100-415-21-170-001-0-342 CO AUDITOR-INFORMATION & CRED	50.00	.00	50.00	44.00	6.00	6.00	.00	100.00
8-1100-415-40-180-001-0-342 CO CLERK-INFORMATION & CREDIT	.00	13,000.00	13,000.00	1,000.00	8,000.00	8,000.00	4,000.00	69.23
8-1100-421-00-280-001-0-342 SHERIFF-INFORMATION & CREDIT	.00	5,103.00	5,103.00	3,402.00	1,701.00	1,701.00	.00	100.00
8-1100-421-00-291-001-0-342 CONSTABLE PCT.1-INFORMATION &	.00	1,125.00	1,125.00	250.00	375.00	375.00	500.00	55.56
8-1100-421-00-292-001-0-342 CONSTABLE PCT.2-INFORMATION &	.00	1,125.00	1,125.00	250.00	375.00	375.00	500.00	55.56
8-1100-421-00-293-001-0-342 CONSTABLE PCT.3-INFORMATION &	.00	1,125.00	1,125.00	250.00	375.00	375.00	500.00	55.56
8-1100-421-00-294-001-0-342 CONSTABLE PCT.4-INFORMATION &	.00	625.00	625.00	250.00	375.00	375.00	.00	100.00
1100 GENERAL FUND	**8,000.00**	25,173.00	**33,173.00**	**8,493.00**	**16,328.00**	**16,328.00**	**8,352.00**	**74.82**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING								
8-1222-412-00-080-006-0-342 DA BAD CK-INFORMATION & CREDI	1,000.00	1,680.00	2,680.00	481.00	897.00	897.00	1,302.00	51.42
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING	**1,000.00**	1,680.00	**2,680.00**	**481.00**	**897.00**	**897.00**	**1,302.00**	**51.42**
1251 HIDTA CHAPTER 59 STATE ASSET FORFEITURE								
8-1251-412-00-270-011-0-342 HIDTA CHAPTER 59-INFORMATION	.00	2,000.00	2,000.00	.00	.00	.00	2,000.00	.00
1251 HIDTA CHAPTER 59 STATE ASSET FORFEITURE	**.00**	2,000.00	**2,000.00**	**.00**	**.00**	**.00**	**2,000.00**	**.00**
1282 DESIGNATED PURPOSE GRANTS LVL 2								
8-1282-412-30-085-001-8-342 PUBLIC DEFENDER-INFORMATION &	.00	4,738.68	4,738.68	592.21	4,143.77	4,143.77	2.70	99.94
1282 DESIGNATED PURPOSE GRANTS LVL 2	**.00**	4,738.68	**4,738.68**	**592.21**	**4,143.77**	**4,143.77**	**2.70**	**99.94**
1291 HIDTA								

Account No/Description	Original Budget	Adjustments	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1291 HIDTA								
8-1291-412-00-270-002-0-342 HIDTA TF COMMAND CTR-INFO & C	2,000.00	-2,000.00	.00	.00	.00	.00	.00	.00
8-1291-412-00-270-003-7-342 HIDTA TASK FORCE-INFORMATION	.00	1,680.35	1,680.35	.00	1,584.60	1,584.60	95.75	94.30
8-1291-412-00-270-003-8-342 HIDTA TASK FORCE-INFORMATION	.00	3,000.00	3,000.00	1,584.60	1,267.68	1,267.68	147.72	95.08
1291 HIDTA	**2,000.00**	2,680.35	**4,680.35**	**1,584.60**	**2,852.28**	**2,852.28**	**243.47**	**94.80**
1297 ADULT PROBATION								
8-1297-423-00-320-002-8-342 BASIC SUPERVISION-INFO & CREI	.00	9,000.00	9,000.00	3,750.00	5,250.00	5,250.00	.00	100.00
1297 ADULT PROBATION	**.00**	9,000.00	**9,000.00**	**3,750.00**	**5,250.00**	**5,250.00**	**.00**	**100.00**
8 YEAR	**11,000.00**	45,272.03	**56,272.03**	**14,900.81**	**29,471.05**	**29,471.05**	**11,900.17**	**78.85**

AI-10883 **22.A.6.**

Hidalgo County Cabling Installation Time Materials Other Services.... -Acceptance of BAFO and approval of final contract.

CC REGULAR

Date: 09/02/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, acceptance, and approval of the final negotiated contract (contract document form previously approved by legal counsel) including acceptance of the "best and final offer" (BAFO) with "Starr Telecommunications Etc. LLC" for RFP NO: 2008-277-07-30-VYG-CABLING-INSTALLATION-TIME-MATERIALS-OTHER SEVICES Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08-28-08 $20,678.19

Attachments

Link: RFP Acceptance Sheet/Participatoin Log

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 11:12 AM	APRV
2	Budget & Management	Veronica Lopez	08/28/2008 11:37 AM	APRV
3	Veronica Lopez	Veronica Lopez	08/28/2008 02:41 PM	APRV
4	Auditor's Office	Linda Fong	08/29/2008 09:34 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 10:24 AM	APRV

Form Started By: Moises Salazar Started On: 08/27/2008 04:54 PM

Final Approval Date: 08/29/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
RFP OPENING DATE: JULY 30, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"	
RFP NO: 2008-277-07-30-VYG	

RFP #	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	JAMBROS TECHNOLOGIES	ACCEPTANCE OF PROPOSAL		
#2	STE STARR TELE COMM.	ACCEPTANCE OF PROPOSAL		
#3	THE CARNESI COMPANY	ACCEPTANCE OF PROPOSAL		
#4				
#5				
#6				
#7				
#8				
#9				
#10				

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

IBF-RFP-RFQ-RFI

RFP OPENING DATE: JULY 30, 2008 **RFP OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "Hidalgo County – Cabling –Installation-Time-Materials-Other Services"
RFP NO: 2008-277-07-30-VYG

NAME OF PROPOSER: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE OR NAME OF STAFF ADDRESSING MAIL OUT	DATE	PHONE/ FAX NO.	ADDRESS & PHONE NO
1. Starr Telecommunications Leonel J. Lopez	Emailed Mail	Vangie Y. Garcia	07/14/08	(p) 956-580-1333 (f) 956-519-7859	7130 W. Exp. 83 Mission, Tx 78572
2.All Valley Communications Jesse Garcia, Jr.	Mail	Vangie Y. Garcia	07/14/08	(p) 956-797-9766 (f) 956-797-9467	120 N. Main Street La Feria, Tx 78559
3.S.J.S.	Mail	Vangie Y. Garcia	07/14/08	(p) 956-630-1654 (f) 956-994-3151	521 Laurel Avenue McAllen, Tx 78501
4. Superior Alarms Alex Molina	Mail	Vangie Y. Garcia	07/14/08	(p) 956- (f) 956-213-1179	600 Ash Avenue McAllen, Tx 78501
5. Phone Den Oscar Gonzalez	Mail	Vangie Y. Garcia	07/14/08	(p) 956-381-0105 (f)380-1189	2121 Las Palmas Edinburg, Tx 78539
6. Total Technology	Fed Exp.	Vangie Y. Garcia	07/14/08	(p) (f)	600 Kenrick Dr. #A-5 Houston, Tx 77060
7.Computer Maintenance Service-Richard Walters	Emailed Mailed	Vangie Y. Garcia	07/14/08	(f)956-687-2187 (p) 956-655-7598	P.O. Box 5533 6205 N. 15th Street McAllen, Texas 78504
8.TELE PRO Communications	Mail	Jorge	07/14/08	(p) 956-618-2360 (f) 956-686-0422	3315 N. Ware Rd. McAllen, TX 78501
9.Scott Electric Telecom	E-mail & Fed-Ex	Vangie Y. Garcia	07/17/08	(p) 361-884-6326	2001 N. Port Ave. Corpus Christi, TX 78401
10.Maverick Comm.	E-mail & Fed-Ex	Vangie Y. Garcia	07/17/08	(p) 409-840-5223 (f) 409-840-5205	720 Chamberlin Dr. Beaumont, TX 77707
11.Db Comm, Inc.	E-mail	Vangie Y. Garcia	07/17/08	(p) 254-774-9025 (f) 254-774-9036	220 S. 2nd St. Temple, TX 76501
12.Jambros Technologies	IP	Moises Salazar	07/25/08	(p) 956-287-3905 (f) 956-467-0276	3009 Regency Dr. Edinburg, TX 78539
13.Carnesi Company	TR	Moises Salazar to Jorge Rodriguez at: carnesi@sbcglobal.net	07/28/08	(p) 956-618-1706	

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

REQUIREMENTS AGREEMENT
C-08-277-09-02

THIS AGREEMENT (the "Agreement") is entered into effective as of **September 2, 2008** by and between **STARR TELECOMMUNICATIONS ETC. LLC,** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "[Cabling, Installation, Time, Materials, And Other Services]", 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 with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged 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 proposal 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 **"Cabling-Installation-Time-Materials-Other Services"** in the areas of **HIDALGO COUNTY** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged 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 contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

3. Contractor 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:
Starr Telecommunications Etc. LLC
Attention: Leonel J. Lopez
304 W. Veterans Blvd.
Palmview, Texas 78572

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: SEPTEMBER 2, 2008.

HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

Date:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

Company: _____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: Date:_____

_____
Stephen L. Crain

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

REQUEST FOR PROPOSAL

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2008-277-07-30-VYG

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2008-277-07-30-VYG

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals in order to enter with a direct vendor contract from a qualified, licensed "Electrical and Tele-data Communications Contractor" for "Cabling-Installation-Time-Materials-Other Services" on an "As Needed Basis". The initial tem of this contract shall commence upon award for twelve (12) months with Hidalgo County's Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Cabling-Installation-Time-Materials-Other Services". Request For Proposals will be accepted until **9:30 A.M., Wednesday, July 30 , 2008. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2008-277-07-30-VYG

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

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

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, July 23, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 25, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of

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

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

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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

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

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

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

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

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

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

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

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

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

TERM OF CONTRACT:
The initial term of this contract shall commence upon award for twelve (12) months with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.

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 term, under the same rates, terms and conditions.

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

SECTION II - RFP REQUIREMENTS

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

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with an "Electrical and Tele-data Communications Contractor" who is qualified and licensed. The "Electrical and Tele-data Communications Contractor" who will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed electrical and tele-data communications contractor.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Hidalgo County is soliciting to contract with a qualified license "Electrical and Tele-data Communications Contractor" who is qualified and license to provide the services required and requested in the RFP.

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:
   (a) Routine – five (5) working days of notification
   (b) Expedite – one (1) working day of notification
   (c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page XX of this bid), to the ITTS Department based on the following classifications of notification:
   (a) Routine – within forty-eight (48) hours after visiting the site.
   (b) Expedite – within twenty-four (24) hours after visiting the site.
   (c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. Permits, Fees and Notices:

   a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.
   b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6

installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

PLEASE SEE/REVIEW "SPECIFICATIONS" FOR ADDITIONAL SCOPE OF SERVICES AND REQUIREMENTS.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Cabling-Installation-Time-Materials-Other Services" for Hidalgo County.

1. **Electrical and Tele-data Communications Contractor(S): (20 Points)**
   The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
   The "**Electrical and Tele-data Communications Contractor(S)**" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".

3. **COST FEES AND WARRANTY: (30 Points)**
   Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of of permits, fees, warranty, etc.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**

The **"Electrical and Tele-data Communications Contractor(S)"** should provide as much background information as to it's experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.

NEGOTIATION PROCESS:

Compliance with all requirements, the most proposed productive, qualified, experience, efficient and effective plan in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as the best proposal, and meeting the needs of the "Cabling-Installation-Time-Materials-Other Services". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

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

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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, July 30 , 2008.**

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

EXHIBIT "B"

PAYMENT SCHEDULE/BEST AND FINAL OFFER

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Leonel J. Lopez, President
Starr Telecommunications ETC, LLC

From: Moises Salazar, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: August 27, 2008

Re: Negotiation Meeting For Request of "Best and Final Offer" For:
RFP NO: 2008-277-07-30-VYG-Hidalgo County"Cabling-Installation-Time-Materials-Other Services"

Let this serve as a notice of Hidalgo County Commissioners' Court action taken on August 26, 2008 to approve and authorize negotiations including a Best and Final Offer with your company, Starr Telecommunications ETC, LLC, which was the number one ranked by the Court for this project.

A meeting has been scheduled for Wednesday, August 27, 2008, at 3:00 pm to be held at the conference room of the Hidalgo County Purchasing Department, for discussions/negotiations on services requested on RFP and proposal(s) submitted for a request on a "Best and Final Offer" based on the outcome of the meeting.

We request that you please sign and remit acknowledgement if in agreement with scheduled meeting for discussion/negotiations via facsimile @ (956) 292-7612 or email: moises.salazar@co.hidalgo.tx.us . If you have any questions, please call me at (956) 290-7000-4863. Thank you.

Signed: _____ Date: 8/27/08

Printed Name: Miguel G Lopez, JR

Title: Project Manager / Estimator

Request for Proposal
"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2008-277-07-30-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: STARR TELECOMMUNICATIONS ETC, LLC

Address: 314 W. VETERANS

PALMVIEW, TX 78572

By: [signature]

Printed Name: [illegible]

BEST & FINAL OFFER

CABLING INSTALLATION SERVICES, TIME & MATERIALS-OTHER SERVICES

RFP NO: 2008-277-07-30-VYG

Copper

(Cost per Installed Run of up to 285 ' includes service loop)

NON-PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs Same drop
Regular New Construction (Rough/Pre-Punch)	45.00	70.00	100.00	1.45	3.25%
Regular (Post-Punch)	51.00	75.00	112.00	1.75	3.25%
Expedited	67.00	93.00	141.00	1.85	3.25%
Emergency	93.00	147.00	195.00	1.90	3.25%

PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)	69.00	87.00	123.00	2.94	3.25%
Regular (Post-Punch)	75.00	93.00	130.00	3.00	3.25%
Expedited	102.00	127.00	187.00	3.15	3.25%
Emergency	142.00	177.00	237.00	3.25	3.25%

Miscellaneous

	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)
3' Patch Cable		5.34	7.70	
5' Patch Cable		5.94	8.88	
7' Patch Cable		6.84	9.60	
10' Patch Cable		7.75	11.10	
Custom (by foot)	5.90	6.45	9.50	
66 Block (Cat 5e)		25.00		
66 Block Cat 5e w/Connector		45.00		
5' Amphenol Cable (25 Pr)	22.50			
10' Amphenol cable (25 Pr)	26.50			
20' Amphenol Cable (25 Pr)	35.00			
24 Port Patch Panel (Modular)		165.00	265.00	
24 Port Patch Panel		175.00	265.00	
48 Port Patch Panel		325.00	450.00	
110 Wiring Blocks (100 Pr)	65.00			
Cross Connect Wire 24 AGW			70.00	
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit			195.00	

AUDIO, VIDEO & ALARM

CABLE TYPE	Installed (P)	Installed (NP)	Cable Only (P)	Cable Only (NP)	With Connector (P)	With Connectors (NP)	OTHER
RG-6 Coaxial Cable	123.00	58.00	591.00	123.00	142.00	73.00	
RG-59 Coaxial Cable	128.00	6300	29100	123.00	144.00	74.00	
RG-59/18-2 Combo Cable	163.00	78.00	670.00	250.00	172.00	88.00	
Digital Coaxial Cable	173.00	94.00	742.00	274.00	193.00	104.00	
18/2 Speaker Cable	109.00	40.00	140.00	95.00	119.00	50.00	
18/2 Security Cable	70.00	45.00	190.00	125.00			
22/4 Security Cable	75.00	50.00	195.00	135.00			

Other							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	1.77	1.92	2.35	2.55	3.25	25.00 EA	3.58	1.90
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00 EA	3.58	1.90
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00 EA	3.58	1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.15	2.30	2.35	2.55	3.25	25.00 EA	3.68	1.95
12 Strand	3.25	2.65	3.08	3.35	4.39	25.00 EA	3.68	1.95
24 Strand	4.35	4.95	4.40	4.80	6.65	25.00 EA	3.68	1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.20	2.40	2.40	2.65	3.25	25.00 EA	3.75	2.00
12 Strand	3.30	3.75	3.15	3.35	4.45	25.00 EA	3.75	2.00
24 Strand	4.40	5.05	4.45	4.95	6.70	25.00 EA	3.75	2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.50	2.60	2.50	2.75	3.35	25.00 EA	3.80	2.10
12 Strand	3.60	3.85	3.25	3.45	4.55	25.00 EA	3.80	2.10
24 Strand	4.70	5.15	4.55	5.05	6.80	25.00 EA	3.80	2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch	21.50	29.50	29.50	35.50	42.50
3m Patch	25.00	31.45	31.45	51.83	47.50

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	1.77	1.92	2.35	2.55	3.25	25.00 EA	3.58	1.90
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00 EA	3.58	1.90
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00 EA	3.58	1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.15	2.30	2.35	2.55	3.25	25.00 EA	3.68	1.95
12 Strand	3.25	2.65	3.08	3.35	4.39	25.00 EA	3.68	1.95
24 Strand	4.35	4.95	4.40	4.80	6.65	25.00 EA	3.68	1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.20	2.40	2.40	2.65	3.25	25.00 EA	3.75	2.00
12 Strand	3.30	3.75	3.15	3.35	4.45	25.00 EA	3.75	2.00
24 Strand	4.40	5.05	4.45	4.95	6.70	25.00 EA	3.75	2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.50	2.60	2.50	2.75	3.35	25.00 EA	3.80	2.10
12 Strand	3.60	3.85	3.25	3.45	4.55	25.00 EA	3.80	2.10
24 Strand	4.70	5.15	4.55	5.05	6.80	25.00 EA	3.80	2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch	21.50	29.50	29.50	35.50	42.50
3m Patch	25.00	31.45	31.45	51.83	47.50

FIBER OPTIC MISC

	6-PAK (SM)	6 PAK (MM)	12 PAK (SM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST	30.75	30.75	45.50	45.50	88.02	201.40
SC	35.50	35.50	92.40	92.40		
LC	71.50	71.50	98.00	98.00		

WALL MOUNT RACKS 18" DEEP	24"	36"	48"
Open Wall Mount Rack	285.00	315.00	390.00
Enclosed/Locking Wall Mount Rack	630.00	728.00	903.00
Labor to Install	100.00	125.00	140.00

WALL MOUNT RACKS 24" DEEP	24"	36"	48"
Open Wall Mount Rack	365.00	420.00	498.00
Enclosed/Locking Wall Mount Rack	680.00	755.00	905.00
Labor to Install	100.00	125.00	140.00

FLOOR MOUNT RACKS

DESCRIPTION	7'	Other
Floor Mount Open Rack Alminum	165.00	
Installation	125.00	
Floor Mount Open Rack 4 -Post Frame (Black)	750.00	
Installation	125.00	
Open Cabinet with Casters (Black)	950.00	
Installation	125.00	
Open Cabinet with Side Panels Only (Black)	1310.00	
Installation	125.00	
Cabinet with Side Panels and Front and Back Locking Doors	1590.00	
Installation	125.00	
Ladder Rack Assembly 10' Sections & Hardware	180.00	
Installation	100.00	
Vertical Cable Management for Open Floor Mount Rack	225.00	
Fan/Filter Kit for Wall-Mount Rack with Enclosure	130.00	
Fan/Filter Kit for Enclosed Floor Mount Cabinet	591.00	

UPS

Description	Tower	Rack Mount	Other
500	138.00		
750	231.00	481.00	
1000	261.00	642.00	
1200	265.00	660.00	
1500	371.00	767.00	
1750	385.00	780.00	
2000	1345.00	1052.00	
3000	1783.00	1302.00	

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	3.75
Cable Support Saddles	15.75
D-Rings	7.50
Wire Mold Raceway	4.00 per foot
Wire Mold Boxes	7.90
Wire Mold Clips	1.25
Low Voltage Single Gang Box	5.00

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	65.00
Fire Wall Penetrations	45.00
Asbestos Penetration	125.00

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" CONDUIT	4" CONDUIT	TRENCHING	TRENCHING (ASHPALT/CALICHE)	4" BORE	6" BORE	PULL BOX 2X3X2	PULL BOX 6X4X3	
Regular	2.50	4.56	1.75	3.50	19.50	24.50	800.00	1100.00	
Expedited	3.33	5.28	2.70	4.20	32.50	39.00	950.00	1300.00	
Emergency	4.00	6.00	3.60	5.04	43.20	52.80	1200.00	1600.00	
Long Bend Elbows	45.00	70.00							
Regular Elbows	22.50	35.00							
LB ACCESS FITTINGS	18.50	25.00							

Trenching 3' deep by 4" wide

SERVICE CALL/TROUBLE SHOOTING
Price Per Hour

	FIBER OPTIC	DATA	TELEPHONE/FAX	ACCESS CONTROL	AUDIO/VIDEO	OTHER
Regular Hours	65.00	65.00	65.00	75.00	75.00	
After Hours/Holiday	97.50	97.50	97.50	112.50	112.50	
Expedited	97.50	97.50	97.50	112.50	112.50	
Emergency	97.50	97.50	97.50	112.50	112.50	

ETHERNET-ENABLE CONTROLLERS
(Power over Ethernet)

Description	Price Per Unit	Installation & Programming		
INTEGRAL Intelli-m 4 Control Module Kit	2340.00	400.00		
INTEGRAL Intelli-m Single Control Module Kit	787.00	150.00		
INTEGRAL Single Module Add-on Kit	589.00	100.00		
Proximity Reader	120.00	50.00		

Electric Door Strike (Wood)	**125.00**	**100.00**		
Electric Door Strike (Metal)	**250.00**	**125.00**	**(OTHER HES 9600) 586.00**	**125.00 Installation**
Electromagnetic Lock	**175.00**	**125.00**		
Request to Exit Buttons	**55.00**	**25.00**		
12/24 Power Supply	**195.00**	**100.00**		

WARRANTY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM)_____ONE YEAR

Describe the process to be used to electronically accept, process and report job requests and progress to Hidalgo County JOB REQUEST CAN BE E-MAILED ELECTRONIC OR FAXED

List test equipment to comply with testing requirements

Copper	**Fluke Omni Scan**	**Ideal Singal Tek**	
Fiber	**Fluke Omni Scan**	**Ideal Singal Tek**	

THE ABOVE ITEMS ARE THE "BEST AND FINAL OFFER" FPR NO: 2008-277-07-30 VYG-HIDALGO COUNTY "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

MIKE LOPEZ, Project Manager-Estimator 8/27/08 **Date**

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/08

PRODUCER
Sanchez Insurnce Agency
124 N. Texas
Weslaco, TX 78596
(956) 968-8773
969-4967

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

INSURED
LEONEL LOPEZ
STARR TELECOMM
7130 W. HWY 83, STE 309
MISSION, TX 78572

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SOUTHERN COUNTY MUTUAL	
INSURER B: REPUBLIC VANGUARD	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADDL 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: [ ] POLICY [ ] PRO-JECT [ ] LOC	RGL353504	1-18-08	1-18-09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1 MILLIO $100,000 $5,000 $1 MILLIO $1 MILLIO $
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON OWNED AUTOS	STC571699	1-9-08	1-9-09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1 MILLIC $ $ $
		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	$ $ $ $
		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

ABOVE POLICIES HAVE BEEN RENEWED JAN/08 to JAN/09 per Certificate

CERTIFICATE HOLDER

COUNTY OF HIDALGO
EDINGBURG, TEXAS 78539
FAX # 3182629

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

1/15/08

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 2/06/08

PRODUCER
ACCESS INSURANCE AGENCY
5125 S HWY 281 #4
EDINBURG TX 78539

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

INSURERS AFFORDING COVERAGE

INSURED
STARR TELECOMMUNICATIONS ETC LLC
304 W VETERANS BLVD
PALMVIEW TX 78572

INSURER A: TEXAS MUTUAL INS CO
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS					
	[ ] NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
	[ ] DEDUCTIBLE					$
	[ ] RETENTION $					$
						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001176144	01/24/08	01/24/09	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
					E.L. EACH ACCIDENT	$ 500,000
					E.L. DISEASE - EA EMPLOYEE	$ 500,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
	OTHER					

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

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PRISCILLA
FAX# 956-292-7612

[ ] ADDITIONAL INSURED; INSURER LETTER:

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-S (7/97)

© ACORD CORPORATION 1988

AI-10860 **22.A.7.**

Off Premises Storage, Records Management, PickUp, Retrieval & Delivery Services for Hidalgo County WIC Program, HIDTA Task Force & Other Co. Depts.

CC REGULAR

Date: 09/02/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise request for sealed bids with approval of procurement packet (i.e. draft specifications and draft contract document) as attached hereto for: "Off Premises Storage, Records Management, PickUp, Retrieval & Delivery Services" for Hidalgo County WIC Program, HIDTA Task Force & Other Co. Depts. RFB No. 2008-162-00-00-otm

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1252-412-00-270-012-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 8-28-08 $197.91; Open PO for Lone Star Shredding, PO #607317, in the amount of $115.22 as of 8-28-08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1292-441-00-350-001-8-350
FUNDS AVAILABLE Y/N?: N **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

WIC Grant closes Sept 30, 2008 for FY 2008. Monies need to be in place for FY 2009 under object code 350 when bid gets awarded and final execution of contract takes place.

Attachments

Link: Draft Contract
Link: Draft Specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2008 04:37 PM	APRV

2	Budget & Management	Veronica Lopez	08/28/2008 07:50 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/29/2008 07:31 AM	APRV
4	Auditor's Office	Linda Fong	08/29/2008 09:34 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 10:24 AM	APRV

Form Started By: Olga Montero Started On: 08/27/2008 02:17 PM

Final Approval Date: 08/29/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-162-00-00

THIS CONTRACT is made and entered into this____day of_____, 2008 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and_____ a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up & Delivery Services**" on **an "As Needed Basis**" for Hidalgo County HIDTA Task Force, WIC Program and All Other County Departments;

WHEREAS, Company submitted a bid to provide services in accordance with the specifications, a copy of such specifications and bid being attached hereto as Exhibit "A" (the "Specifications") and Exhibit "B" ("Bid Response"), and incorporated herein for all purposes; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services described in the Specifications through Company's, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and 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 described in the Specifications for (HIDTA Task Force, WIC

DRAFT

Program and All Other County Departments) (the "Department"). 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, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

a. Storage of all new/additional records in new proper storage boxes;
b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
c. Delivery of files and/or boxes requested by Department;
d. Permanent destruction of files no longer required to be stored;
e. Provision of replacement boxes at no charge to County;
f. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
g. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in page 5 (#26). **Hidalgo County WIC Program records need to be identified at the file level by the family identifications number, last name and be assigned a barcode.)**

The services described in items 2 (a-g) shall be referred to as the "Services". Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions**: For purposes of this Contract, the following terms shall mean:

a. "**Request**" for a file or box shall consist of the Department providing a written form (see Exhibit G) to Company for the exact file/box sought for Retrieval and Delivery.

b. "**Retrieval**" shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is

DRAFT

requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

c. "**Delivery**" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

d. "**Pick Up"** shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company's facility.

e. "**Destruction of Files"** is defined to mean when a file meets the requirements to be removed from storage in accordance with State law, the Company shall notify the Department in writing of the file's status. After receiving permission from the Department, the bidder shall be responsible for destroying the file in accordance with state guidelines. Such Destruction of Files shall transpire following a process by which Company formulates a retention schedule as required by State law and destroys the file following the foregoing process.

4. **Term**. This Contract shall be for a period beginning _____ 2008 and ending on _____ 2009 and may be extended at the sole discretion of County for an additional ninety (90) days (the "Grace Period") for unforeseen delays in the award of a new bid or the County's inability to obtain all records from the storage site.

5. **Renewal**. County may renew this Contract for two (2) additional one (1) year periods. Except as otherwise provided herein all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day of the contract period.

6. **Hours of Service**. Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment's notice 24 hours a day, upon written notification by the

DRAFT

Department of an emergency situation (see Exhibit A).

7. **Payment**. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (see Bid Sheets) attached hereto payable against written invoice submitted by Company. The parties further agree that this Contract is on an “as-needed” basis as may be convenient and necessary for its proper records management operation and if at any time, the Department does not opt to request any Service in a particular month, no payment shall be due to Company for said month.

8. **Storage Box Specifications.** Contractor agrees to comply with the following box specifications for the storage of the Department’s files:

Legal and Letter12 W X 15 L X 10 H;
Separate Cover; Triple Walled (Width);
Double Walled (Length);
Double Bottom.

9. **Bar Coding Specifications.** Contractor agrees to use the _____ bar-coding system to bar-code all files delivered to County from storage and all files picked up from County for storage. Such system is compatible with the County’s internal bar-coding system and must be available at all times during the performance of this Contract.

10. As a condition of this Contract, the storage facility where County records will be stored must be located entirely within Hidalgo County.

11. Company agrees to be solely responsible for the review and compliance of all applicable statutes or regulations related to storage of public records. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations.

DRAFT

12. **Response Time**. The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10 a.m. and by 3 p.m. on the same day a request is made so long as such request is made no later than 1 p.m. For orders placed after 1 p.m., files and boxes shall be delivered on the next business day by 10 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

d. Permanent destruction of files shall occur within five (5) working days of permission to destroy.

13. **Facility Condition**. Company shall provide a storage facility that is free of dust and dirt buildup. The structure shall preferably be a standalone structure, but if shared with other businesses, a firewall of approved construction shall separate the two entities. The facility shall maintain a good fire prevention program based on good housekeeping procedures including but not limited to: (1) Smoking and use of open flame devices in storage areas shall be prohibited; (2) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness; (3) Such systems must include adequate smoke and fire early warning systems; (4) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have a manual shut-off devise to prevent unnecessary water damage to records; (5) Halon is preferred suppression system. The facility shall also be client and humidity controlled with humidity not exceeding sixty percent (60%) and the temperature shall not exceed 90 degrees Fahrenheit in the records storage area. Air quality must be

DRAFT

maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) exists.

14. **Pest Control and Inspections.** The Company agrees to maintain an adequate pest control program that includes at least two (2) termite, silverfish and carpenter ants inspections per year (at least once every six (6) months) by a qualified pest control service company. Proof of such inspections must be provided to the Department. Failure to provide proof of inspections within 10 days of such inspections may result in County terminating the contract without notice to vendor. The County shall be notified immediately if any insect infestation is detected inside the storage facility and immediate remediation measures shall be taken by Company to correct the infestation.

15. **Monthly Reports.** Department shall require Company to provide monthly activity reports reflecting the total number of containers in storage by media type, number of new containers (boxes) added; number of containers (boxes) permanently removed; number of boxes/files requested, number of boxes retrieved; number of boxes delivered and the number of boxes picked up for storage. In addition, the monthly report must include a list of files requested but not found. Monthly reports shall be due at the Department no later than the 10th day after the end of the month. During the first twelve (12) months of the Contract term, the Company agrees to provide County an inventory of all files stored on site.

16. **Security**. The Company shall provide protection against sabotage, theft and vandalism. All visitors to the storage facility shall be required to register upon entrance and monitored during their stay. Exists shall also be in areas that are closely monitored.

17. **On-Site Access**. Company shall work with Department on special projects

DRAFT

requiring temporary staging of records at the records storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering of boxes, conducting detailed searches, and for shifting files throughout a range of boxes. County agrees to provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes. Department also reserves the right to access the storage premises with reasonable written notice during regular working hours for the purposes of auditing, inspecting, and/or confirming files storage methods.

18. 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.

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

20. **Insurance**. Company shall provide insurance in force on all its vehicles and all persons connected with providing the Services under this Contract naming County as an additional insured with coverage and in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes, and shall furnish to County certificates of such insurance coverage.

DRAFT

21. **Indemnification**. 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 Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

22. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

23. **Conflict of 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 and provision of their 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

25. **Independent Contractor**. The Company, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of County in the provision of the Services. The County shall not control how the results or the details of the Services are provided and/or achieved. As an

DRAFT

Independent Contractor, Company shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Contract.

26. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

27. 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.

28. **Termination**. This Contract shall be in effect until (a) the Contract expires; or (b) performance of all specifications, requirements and services are completed; or (c) terminated by either party with thirty (30) days written notice with or without cause; or (d) upon award of contract to a new bidder, whichever comes first.

29. Upon the termination or expiration of the Contract, the Company shall make available to the County, any and all County records it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own facility or

DRAFT

another facility. All such files shall be made available to the County for transport at no additional cost to the County. **Company understands that all files held in storage on behalf of the County are important public records and are public property which must be returned to an appropriate County Official regardless of when and/or where they are located in the future.**

30. 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.

31. **TEXAS LAW TO APPLY. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

32. **Liquidated Damages**. The Company acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Department. The Company and County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the Company or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of this Contract, the Company and County agree that Company shall pay to Hidalgo County, as liquidated damages, the sum of One Thousand Dollars and no/100ths ($1,000.00) for each file or portion of a file

DRAFT

33. **Changes to Contract**. The County Purchasing Department may at any time, by written order, and without notice to the Company's sureties, make reasonable changes within the general scope of the contract in any of the following: (1) method of delivery or pickup of files; (2) place of deliveries; (3) corrections of errors of a general administrative nature or other mistakes; the correction of which does not affect the scope of the contract, or does not result in expense to Company; (4) description of services to be provided which do not result in additional expenses to the Company; (5) time of performance (i.e. hours of day, days of week, etc.). All other amendments to the Contract shall be agreed to by bother parties and shall be made in writing by Contract amendment.

34. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

34. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and La Joya, and not otherwise.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners' Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY

_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

DRAFT

SPECIFICATIONS

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY WIC PROGRAM, HIDTA TASK FORCE
AND OTHER COUNTY DEPARTMENT(S)
BID NO.: 2008-162-00-00-otm

DRAFT

TURNKEY SPECIFICATIONS and REQUIREMENTS

1. **Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.**

   THIS BID AWARD SHALL BE A FIRM FIXED PRICE, ESTIMATED QUANTITY CONTRACT for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage. **Hidalgo County has identified the need for Hidalgo County WIC Program and HIDTA Task Force for storage but may have a need for storage by other county department(s) in the future.**

2. Services will be on an "as-needed basis". Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that it intends to transport its files from storage to its own or another facility.

3. The bidder must provide the following services:

   a. Storage of all new/additional records, in a new proper storage box;
   b. Pick up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
   c. Deliver files/boxes requested by the Department;
   d. Any storage boxes requiring replacement shall be provided at no charge to the County.
   e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the WIC Dept. shall be kept in one location within the storage facility). **Hidalgo County WIC Program records need to be identified at the file level by the family identifications number, last name and be assigned a barcode.**
   f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
   g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.

4. For purposes of this RFB:

   "Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

   "Pick Up" is defined as the actual physical carrying and transporting of a file or box from the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

DRAFT

"Retrieval" shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

A **"Request"** for a file or box shall consist of a County Department's designated person providing a written form (See Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in # 3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the "Services".

5. It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: http://www.tsl.state.tx.us/slrm/recordspubs/index.html

- **a.** Microfilming Standards and Procedures (Local Government Bulletin A)
- **b.** Electronic Records Standards and Procedures (Local Government Bulletin B)
- **c.** Inventory and Scheduling Records (Local Government Bulletin C)
- **d.** Local Government Records Act (Local Government Bulletin D)

6. The storage facility must be located entirely within Hidalgo County.

a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.

b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide information all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.

7. The storage facility must be free of dust and dirt buildup.

8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.

9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that may affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.

10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

a) Smoking or use of open flame devices in storage areas shall be prohibited.

b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.

c) Such systems must include adequate smoke and fire early warning systems.

d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records.

e) Halon is a preferred suppression system.

11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area.

12. Boxes shall not be stacked more than four (4) boxes high.

13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections, may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.

14. Air quality must be maintained in a manner that ensures that no contaminants that may cause damage to records (i.e. mold) occurs.

15. The current contractor holding files (boxes) for HIDTA Task Force is Lone Star Shredding & Document Storage and it does not permit the inspection of their premises by interested bid participants.

16. **Records Inventory List.** For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of June 30, 2008 includes the following:

INVENTORY:	WIC DEPARTMENT	HIDTA TASK FORCE
Letter/Legal Size Boxes	**715**	**196**
Letter Transfer Size Boxes	**n/a**	**n/a**
Legal Transfer Size Boxes	**n/a**	**n/a**
Non-Standard Size Boxes	**n/a**	**n/a**
Books	**n/a**	**n/a**
Check Boxes	**n/a**	**n/a**

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County.** However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.

19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed.

Specification(s) for Storage Box:
Letter/Legal
12 W x 15 L x 10 H
Separate Cover
Triple Walled (Width)
Double Walled (Length)
Double Bottom

20. **Security Guidelines:** The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.

21. **On-site Access:** The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES.**

23. **Response Time.** The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**

25. **Hours of Services Required**: Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services).

26. **Monthly Reports**: Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
- Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
- An exact electronic inventory of all files must be provided as needed to the County.
- Both the vendor site and the County must have compatible readers and access to the inventory at all times.
- All files must be accounted for and tracked through the electronic system at all times, at all sites.
- Electronic tag on case jacket must be of an accepted industry standard format.
- RFID (tracking system) is a preferred method, vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.

27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, _____, 2008, 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, _____, 2008.

DRAFT

PRE-BID CONFERENCE: A pre-bid conference will be held at Hidalgo County Purchasing Department (New Administration Building) located at 2802 So. Business 281 (Conference Room) in Edinburg, Texas 78539 at _____.

28. TERM OF CONTRACT:

The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. OPTION TO RENEW:

Hidalgo County may renew the contract for two (2) additional one (1) year periods. Except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. GRACE PERIOD:

Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. CONTRACT AWARD:

Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. PURCHASE ORDER:

Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

DRAFT

33. TERMINATION:

The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by either party with thirty (30) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. CONTRACT ADMINISTRATOR:

For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATORS
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626

35. ADDITIONAL PROVISION:

The following clauses or provisions must be included in the contract:

A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Hidalgo County WIC Program and HIDTA Task Force. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County WIC Program and HIDTA Task Force, as liquidated damages, the sum of $1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. SCOPE OF CONTRACT:

The contract for the procurement of the Services describes herein shall be a **firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder. Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

DRAFT

The quantities stated in the **Records Inventory List** are the best estimates of the user department(s) inventory as of June 30, 2008. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for. No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department.** Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT:

The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

a. Method of delivery or pickup of files

b. Place of deliveries.

c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.

d. Description of services to be provided which do not result in additional expenses to the Contractor.

e. Time of performance (i.e. hours of day, days of week, etc.)

37. FUNDING:

Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2008 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. INVOICING:

All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

DRAFT

39. INSURANCE AND LIABILITY:

Bidder must hold all applicable licenses, permits, bonds and insurances. During the period of this contract, the selected bidder must maintain at his/her expense insurance with limits not less than those prescribed below. With respect to required insurance, the selected bidder shall:

a. Name COUNTY as additional insured/or an insured, as its interests may appear.

b. Provide COUNTY a waiver of subrogation.

c. Provide COUNTY with a thirty (30) day advance notice of cancellation or material change to said insurance.

d. Provide the COUNTY Purchasing Agent a Certificate of Insurance evidencing required coverages within ten (10) days after receipt of Notice of Award.

e. Submit a certificate of insurance reflecting coverage as follows:

Automobile Liability:
Bodily Injury (Each person)..... $ 300,000.00
Bodily Injury (Each accident).....$ 500,000.00
Property Damage .....$ 300,000.00

General Liability (Including Contractual Liability):
(Each Occurrence)
Bodily Injury .....$ 500,000.00
Property Damage .....$ 500,000.00

Excess Liability:
Umbrella Form .....Not Required

Worker's Compensation:.....Statutory

This requirement has been determined to involve minimum hazards and low dollar values. Insurance underwriters must be acceptable to County.

DRAFT

40. DESIGNATED COUNTY HOLIDAYS 2008:

No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	SCHEDULE	2008
PRESIDENT'S DAY	MONDAY	FEBRUARY 18, 2008
GOOD FRIDAY	FRIDAY	MARCH 21, 2008
MEMORIAL DAY	MONDAY	MAY 26, 2008
INDEPENDENCE DAY	FRIDAY	JULY 04, 2008
LABOR DAY	MONDAY	SEPTEMBER 01, 2008
COLUMBUS DAY	MONDAY	OCTOBER 13, 2008
VETERAN'S DAY	TUESDAY	NOVEMBER 11, 2008
THANKSGIVING DAY	THURSDAY/FRIDAY	NOVEMBER 27-28, 2008
CHRISTMAS DAY	THURSDAY/FRIDAY	DECEMBER 25-26, 2008

DOCUMENTATION:

Bidders shall submit the following documents with this bid, or at a minimum, subsequent to bid opening, as applicable. **HOWEVER IT SHOULD BE UNDERSTOOD BY ALL BIDDERS, THAT HIDALGO COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW:**

1. Request For Bid Letter consisting of 1 page.(with bid)
2. Request for Bid, Legal Notice, consisting of 8 pages.(with bid)
3. Exhibit "A", Specifications, Affidavit(s) (Attachments) consisting of 13 pages.(with bid)
4. Exhibit "B", Bid Page consisting 1 page (with bid).
5. Exhibit "C", Insurance Requirements consisting of 3 pages (with bid).
6. Exhibit "D", Copy of Conflict of Interest Form - **Original Must be Filed by Bidder at the Hidalgo County Clerk's Office.**
7. Exhibit "E", State of Texas Library Commission Rules and Regulations.
8. Exhibit "F", List of Key Persons, consisting of 1 page.(with bid)
9. Exhibit "G", Information Request Forms, consisting of 1 page.(with bid)
10. Exhibit "H", Request for Emergency Service, consisting of 1 page.(with bid)
11. Vendor/Bidder Application and W-9 form consisting of 6 pages.
12. Draft Service Contract consisting of 15 pages.
13. Certification Regarding Debarnment consisting of **1** page.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

EXHIBIT "A"

DRAFT

AFFIDAVIT

BEFORE ME, the undersigned _____authority on this _____day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____, bidder/offeror /contractor, of _____County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated _____ , 2008, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

_____
Signature of Affiant

_____
Typed or Printed Name of Affiant

_____
Title of Affiant

_____
Address

SUBSCRIBED AND SWORN to before me by the said _____ this ___day of _____ 2008, to certify which witness my hand and seal of office.

Notary Public in and for _____County, Texas.

_____
Typed or printed name of notary

My commission expires:

EXHIBIT "A"

ATTACHMENT 1

DRAFT

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

1. _____ _____
Print Name Title

2. _____ _____
Print Name Title

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

DRAFT

I. Vehicles:

List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for each vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by Hidalgo County. (If additional space is required a second sheet is provided.) Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leased

II. System/Equipment:

List equipment that you will be utilizing to render the services detailed in the specifications.(i.e. shelving, file storage, tracking system).

III. Staffing:

Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidalgo County? Explain staff positions and duties.

EXHIBIT "F"

DRAFT

KEY LIST

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY WIC PROGRAM, HIDTA TASK FORCE
AND OTHER COUNTY DEPARTMENT(S)
BID NO.: 2008-162-00-00-otm

LIST OF KEY PERSONS

NAME OF INDIVIDUAL HOLDING OFFICE/POSITION	POSITION HELD
HON. JUAN DE DIOS SALINAS, III	HIDALGO COUNTY JUDGE
RIGO VILLARREAL	ADMINISTRATIVE ASSISTANT
HON. SYLVIA A. HANDY	HIDALGO COUNTY PRECINCT NO. 1
HON. HECTOR "TITO" PALACIOS	HIDALGO COUNTY PRECINCT NO. 2
HON. JOE M. FLORES	HIDALGO COUNTY PRECINCT NO. 3
HON. OSCAR L. GARZA, JR.	HIDALGO COUNTY PRECINCT NO. 4
NORMA L. LONGORIA, DIRECTOR	HIDALGO COUNTY WIC PROGRAM
DORA MUÑOZ, COMMANDER	HIDALGO COUNTY HIDTA TASK FORCE
MARTHA L. SALAZAR	HIDALGO COUNTY PURCHASING AGENT

EXHIBIT "H"

DRAFT

REQUEST FOR EMERGENCY SERVICES

This is to authorize the retrieval and delivery of records under emergency (special) circumstances as per Section VI, Hours of Service Required, and Section IX, Contract (Special) Provisions, of the ***"Off-Premises Storage, Records Management, Pick Up, Retrieval & Delivery Services - User Department (Type department name)Specifications.***

I, _____, hereby acknowledge that an urgency exists which warrants the immediate retrieval and delivery of the records listed on the attached Exhibit "G".

_____ _____

Type Name of Department Head and/or Designee Date

EXHIBIT "B"

DRAFT

BID PAGE

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY WIC PROGRAM, HIDTA TASK FORCE
AND OTHER COUNTY DEPARTMENT(S)
BID NO.: 2008-162-00-00-otm

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on a twelve (12) month yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **WIC DEPARTMENT**

MONTHLY $_____ ANNUAL$ _____

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **HIDTA TASK FORCE**

MONTHLY $_____ ANNUAL$ _____

(C) PRICE PER BOX FOR STORAGE OF **OTHER/ADDITIONAL COUNTY DEPARTMENT(S) THAT MAY WANT TO USE SERVICE. HOWEVER, IF PRICE IS NOT ACCEPTABLE, A COUNTY DEPT(S). MAY SEEK, OTHER BIDS FROM OTHER VENDOR(S) AT ANY TIME FOR THE STORAGE OF THEIR FILES AND WE ARE NOT OBLIGATED TO USE THE AWARDED VENDOR.**

PER BOX:$_____

(D) BIDDER IS TO PROVIDE A BID PRICE FOR THE PURCHASE OF STORAGE BOXES. **(PLEASE SPECIFY BOX SIZE)**

BID PRICE $_____ SIZE:_____

BID PRICE $_____ SIZE:_____

AI-10909 **22.A.8.**

Hidalgo County-Invoice No. 6928-Quintanilla Headley & Assoc-C-08-128-05-27

CC REGULAR

Date: 09/02/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 6928 in the amount of $ 3,000.00 from Quintanilla, Headley & Associates, Inc. in connection with Contract No. C-08-128-05-27 (PO# 604902) for "Primary Care and Substance Abuse Facility Phase I Environmental Sites Assessments".

BACKGROUND

Invoice No. 6928 from QHA
P O # 604902

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-334
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO # 604902 with $3,000.00 available

Available balance in acct. as of 08-29-08 $28,636.05

Attachments

Link: Invoice No. 6928-Quintanilla Headley & Assoc-C-08-128-05-27

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 05:26 PM	APRV
2	Budget & Management	Veronica Lopez	08/29/2008 07:45 AM	APRV
3	Veronica Lopez	Veronica Lopez	08/29/2008 08:33 AM	APRV
4	Auditor's Office	Linda Fong	08/29/2008 09:38 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 10:24 AM	APRV

Form Started By: Letty Saenz Started On: 08/28/2008 02:04 PM

Final Approval Date: 08/29/2008

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs St.
Edinburg, TX 78539

Invoice

DATE	INVOICE #
7/15/2008	6928

PO # 604902

BILL TO

Hidalgo County
Attn: Letty Saenz
Hidalgo County Purchasing Dept.
2812 S. Business Hwy 281
Edinburg, Texas 78539

DESCRIPTION	AMOUNT
HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY PREPARE PHASE I ENVIRONMENTAL SITE ASSESSMENT PROVIDE HIDALGO COUNTY WITH THREE COPIES OF REPORT	3,000.00

Thank you for your business!

Total $3,000.00

Purchase Order
COUNTY OF HIDALGO

PO#: 604902

DATE: 06/10/08

VENDOR: 154024 REQ:00134057

Email:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

Vendor Acct:

BUYER:
SHIP TO: BUDGET OFFICER
100 E. CANO, 1ST FL
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

Contract No:

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		
		C-08-128-05-27 EXP UPON COMPLETION		
1	EACH	Primary Care and Substance Abuse Facility Ph. I Environmental Site Assessment	3,000.00	3,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		3,000.00
		********** For Hidalgo County use only		
		8-1100-415-00-115-002-0-334 3,000.00		
		Approved		

Authorized by: Maria L. Salazar

AI-10936 **22.A.9.**

Interlocal Agreement with Drainage District
CC REGULAR

Date: 09/02/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County and Hidalgo County Drainage District #1 in connection with "agreed-upon accounting procedures and/or services through the DD#1's engaged professional firm.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact can be determined at this time.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/29/2008 04:37 PM	APRV
2	Budget & Management	Veronica Lopez	08/29/2008 04:47 PM	APRV
3	Rey Salazar	Rey Salazar	08/29/2008 05:16 PM	APRV
4	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Laura Moya Started On: 08/29/2008 02:03 PM

Final Approval Date: 08/29/2008

AI-10920 **22.A.10.**

Continuation of State of Disaster and Fiscal Impact
CC REGULAR

Date: 09/02/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: County Judge/EMC/Budget & Management
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** County Judge's Office

Information

CAPTION

County Judge/Emergency Management/Budget & Management:

A. Pursuant to Texas Gov't. Code, Chapter 418.108 (a)(b). discussion, consideration and approval of continuation of state of disaster originally declared on Tuesday, August 19, 2008 (by County Judge) to deal with the on-going torrential rains and localized flooding situation that are affecting the health, safety and welfare of the residents of Hidalgo County;

B. Presentation for discussion, consideration and action regarding the fiscal impact in connection with the current declaration of disaster including subsequent events.

BACKGROUND

Fiscal Impact

Attachments

Link: Purchase Orders for Pct 2 & 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/29/2008 05:30 PM	APRV
2	Budget & Management		08/29/2008 05:55 PM	NEW

Form Started By: Marty Salazar Started On: 08/28/2008 05:33 PM

Final Approval Date: 08/29/2008

Purchase Order

COUNTY OF HIDALGO

PO#: 608240

DATE: 08/22/08

VENDOR: 36067*8 REQ: 00238116
Email:
Phone:

ASHBRITT, INC.
480 S ANDREWS AVE., SUITE 103
POMPANO BEACH FL 33069

Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

CONTACT:
SITE: HIDALGO CO. PCT 2

Special Instructions:
RG085

Contract No:

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		
		C-08-318-07-28		
1		EQUIPMENT RENTAL OF (2) VACUUM TRUCKS TO EXTRACT RAINFALL DUE TO THE EVENT OF 08/16/2008 EQUIPMENT RENTAL	65,000.00	65,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		65,000.00

****

For Hidalgo County use only

8-1100-432-00-122-001 0-350 65,000.00

Approved

COPY

Authorized by: Martha L. Salazar



Pct 2 P.O. #608240

AshBritt
Environmental

Estimate No. 0803-2

Estimate

Customer

Name Hidalgo County
Address 100 E. Cano, 4th Floor
City Edinburg State TX Zip 78539
Attn: **Marty Salazar**

Date 8/21/2008
Job No **0803**
Pct 2

Qty	Date	Description	Unit	Unit Price	TOTAL
168.0		Vacuum Truck (2 trucks @ 12 hours/day for 7 days) Sloux Rd & Cesar Chavez Rd.	hr	$ 375.00	$ 63,000.00
				SubTotal	$ 63,000.00
				TOTAL	$ 63,000.00

480 South Andrews Ave. Ste 103 Pompano Beach, Fl 33069
Tel 954 545-3535 Fax 954 545-3585

Purchase Order

COUNTY OF HIDALGO

PO#: 608241

DATE: 08/22/08

VENDOR: 000878 REQ: 0000000

Email:

Phone:

ASHBRITT, INC.
460 S ANDREWS AVE., SUITE 100
POMPANO BEACH FL 33069

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions: PCT. REQ. #1046

Contract No:

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		
		C-08-318-07-28		
1	LOT	BLANKET PURCHASE ORDER FOR THE REMOVAL OF WATER FROM VARIOUS LOCATION WITHIN PCT. #4 THAT WERE AFFECTED BY THE TORRENCIAL RAINS OF AUGUST 16, 2008 AND THERE AFTER WHICH LEFT SUCH LOCATIONS FLOODED.	125,000.00	125,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		125,000.00
		********** For Hidalgo County use only **********		
		8-1100-432-00-124-001-0-350 125,000.00		
		Approved		

COPY

Authorized by: Martha L. Salazar

GENERAL MESSAGE

TO:	Purchasing---CORRECTION------	EVENT: HC RAINFALL EVENT 8-16-08	
FROM:	Hidalgo County EMERGENCY MANAGEMENT	REQUEST:	004-----CORRECTION------
SUBJECT:	Request for TRUCKS	DATE: 8-22-08	TIME: 9:35AM

MESSAGE:

REQUEST FOR FOUR VACUUM TRUCKS (FULL SIZE -10,000 GALLONS). TWO TO REPORT TO PCT 4 WAREHOUSE LOCATED AT NORTH OF SCHUNIOR ON DOOLITTLE AND TWO TO REPORT TO PCT. 2 YARD LOCATED AT 301 E. STATE PHARR, TX.

CLARIFICATION

This is the correction for the two that were subm'td on 08-22-08 - We need 2(two) per pct - 2 & 4 respectively not a total of six.

SIGNATURE: Tony Perez	POSITION: EMC/IC

REPLY:

DATE:	TIME:	SIGNATURE/POSITION:

AI-10899 **22.B.1.**

Pct 1-Additional Scope of Services to address Emergency Road Repairs -Mi 3 N & FM 491 and Mi 6 W on Mi 13 N & Martrin Moralez
CC REGULAR

Date: 09/02/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Pursuant to the assessment and recommendation submitted by the Hidalgo County Planning Department addressing the immediate necessity to make emergency repairs, presentation for discussion, consideration and action to include "Mile 6 West, Mile 13 North and Martin Moralez Roads Projects" as additions to the original Scope of Services for the "Culvert Pipe-Bridge Washout on Mile 3 North and FM 491 Project" with the firm of Dos Logistics, Inc. (as previously approved/ranked by CC and authorized for negotiations on 08/05/08) for "professional engineering services".

BACKGROUND

Letter of Recommendation by Planning Department
Letter of Request by Pct. 1
CC minutes agenda 08/05/08-Item A1-10425

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 8-29-08 $30,000.00.

Attachments

Link:
Recommendation-Request Letter
Link: CC agenda 08-05-08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 05:23 PM	APRV
2	Budget & Management	Veronica Lopez	08/29/2008 07:43 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/29/2008 07:49 AM	APRV
4	Auditor's Office	Linda Fong	08/29/2008 09:45 AM	APRV

5	Ivan Cantu	Ivan Cantu	08/29/2008 10:13 AM	APRV
6	Linda Fong		08/29/2008 05:55 PM	NEW

Form Started By: Letty Saenz

Started On: 08/28/2008 09:17 AM

Final Approval Date: 08/29/2008

PLANNING DEPARTMENT
County Of Hidalgo

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

August 22, 2008

VIA FACSIMILE NO. (956)318-2629
Marty Salazar, Purchasing Agent
Hidalgo County Purchasing Dept.
2802 S. US Business Hwy. 281
Edinburg, Texas 78539

RE: Evaluation of Open Cut Roadways
West of (Mile 6 West) on (Mile 13 North) & (Martin Morales Road)
East of (Mile 2 East) on (Mile 3 North) (A91 +3 washout)

Dear Ms. Salazar;

I have been asked by Joseph Palacios, Chief Administrator (Pct.1) to evaluate two existing open cut roadways located in Precinct 1. I have evaluated both locations and recommend that they be addressed immediately to avoid any possible and unnecessary accidents. Both locations have existing utility lines, gas lines, and water lines at (Mile 3 North) east of (Mile 2 east) and a water line at (Martin Morales Road) and (Mile 13 North), that pose a health and safety threat for the residents and traveling public of the area.

Currently, the water lines are being supported by temporary structures which are not designed for long term use. Both waterlines are sagging at the joints and need to be supported by backfill to eliminate any possible rupture. The gas lines also need to be supported by backfill to eliminate any possible failure.

Again, I strongly recommend that any county roads that were open cut for emergency stormwater drainage flow, be addressed in the above mentioned manner immediately to avoid any potential catastrophic accidents.

If you should have any questions or require additional information, please advise.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT

for Raul E. Sesin, P.E., C.F.M., Planning Administrator

C: The Honorable Commissioner Sylvia Handy, HCP No. 1
Joseph Palacios, Chief Administrator
Tony Pena, Emergency Management Coordinator
T. J. Arredondo, Planning Supervisor

PLANNING DEPARTMENT
COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78542
Tel. (956) 318-2840 • Fax. (956) 318-2844

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

FAX COVER SHEET

Date: August 22, 2008 **Recipient Fax No.:** 318-2629
To: **Marty Salazar, Purchasing Agent**
From: T.J. Arredondo, Supervisor and Raul E. Sesin, P.E., C.F.M., Administrator
RE: Evaluation of Open Cut Roadways
XC:
Pages: 2 (Including this cover sheet)

Please call (956) 318-2840 HCPD if you are experiencing fax transmissions problems

Memorandum:

COUNTY of HIDALGO



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

August 27, 2008

Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. US Business Hwy 281
Edinburg, Texas 78539

Dear Ms. Salazar:

Please be advised that Pct. 1 is requesting that we add (Mi. 6 W) on Mi. 13 N. & Martin Morales Road to the scope of service for the previously approved Mi 3 N. & FM 491 "Culvert Pipe-Bridge Washout" covered by AI- 10425 approved by commissioner's court on 8/5/08.

This is being requested as per Mr. Raul Sesin's letter of August 22, 2008 and evaluation of same where he is recommending that the problems at this location be addressed immediately to avoid any possible and or unnecessary accidents.

If you have any further questions please feel free to call.

Sincerely,

Noe Montez
Budget Manager

PCT. 1

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept. **From:** Noe Montez

Attn : Letty

Fax: **Pages:** 2

Phone: **Date:** 8/27/08

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Here is the letter ref: the mi 6 w and mi 13 n project.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

AI-10425 **18.B.1.**

Request Exemption & Authority to Negotiate-Prof Engineering Svcs Related to Culvert Pipe-Bridge Washout on Mile 3N AND FM 491
CC REGULAR

Date: 08/05/2008
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Darlene Betancourt
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (4) a professional service for Professional Engineering Services in connection with Culvert Pipe-Bridge Washout on Mile 3N AND FM 491-Precinct No 1;

B. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded & evaulated through the County's approved "Pool" of engineers in connection with Professional Engineering Services for "Culvert Pipe-Bridge Washout on Mile 3N and FM 491" Precinct No 1
1st T2 Logistics 2nd_____
3rd_____;

C. Authority for the Purchasing Department to negotiate a Professional Engineering Services Contract with No. 1 ranked firm of T2 Logistics for the provision Engineering Services in connection with the "Culvert Pipe-Bridge Washout at Mile 3M & FM 491" Precinct No. 1.

BACKGROUND

See scoring/evalution grid

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 8-1-08 $45,000.00.

Attachments

Link: Culvert Pipe-Bridge Washout-Pct 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 05:16 PM	APRV
2	Budget & Management	Veronica Lopez	08/01/2008 07:40 AM	APRV

3	Ivan Cantu	Ivan Cantu	08/01/2008 07:49 AM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 03:01 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 03:06 PM	APRV

Form Started By: Darlene Betancourt Started On: 07/31/2008 04:39 PM

Final Approval Date: 08/01/2008

HIDALGO COUNTY PRECINCT NO. 1
FOR
CULVERT PIPE BRIDGE WASH-OUT ON MILE 3 NORTH AND FM 491
PROFESSIONAL ENGINEERING SERVICES

GRID

PROFESSIONAL SERVICES			
TOTAL SCORES & RANKING	JAVIER HINOJOSA ENGINEERNG	RODRIGUEZ ENGINEERING	DOS LOGISITICS, INC.
TOTALS	87	91	97
RANKING			
* SCORE AND EVALUATION BY: NOE MONTEZ, PCT 1 - RANKING BY COMMISSIONER'S COURT			

AI-10865 **22.C.1.**

Requesting approval of Supplemental No. 1 for Work Authorization 11 from R. Gutierrez Engineering

CC REGULAR

Date: 09/02/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 11 for current contract with R. Gutierrez Engineering for the Hurricane Dolly assessment on county road, bridge and/or drainage facilities, to reflect a $10,000.00 increase to the total project estimated cost, bringing the total estimated project cost to $30,000.00.
C-07-358-09-04

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-072-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Line item transfer in process (AI 10948)
Available balance will be $30,0000 after transfer

Attachments

Link: Supplemental Agreement No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 11:05 AM	APRV
2	Budget & Management	Veronica Lopez	08/28/2008 11:33 AM	APRV
3	Dale Kennan	Dale Kennan	08/28/2008 11:50 AM	APRV
4	Auditor's Office	Linda Fong	08/29/2008 09:49 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 10:24 AM	APRV

Form Started By: Rocio Villarreal Started On: 08/27/2008 03:03 PM

Final Approval Date: 08/29/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 11
Contract No. C-07-358-09-04

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 11 to Contract No. C-07-358-09-04, on the 12th day of August 2008, to provide Hurricane Dolly damage assessment on county road, bridge and/or drainage facilities. The facilities to be assessed may or may not belong to Hidalgo County. A list of the exact facilities to be worked on will be provided by the Owner at a later time. The work on this project is located within Hidalgo County, Texas, and is hereinafter referred to as the "Project";

WHEREAS, in Work Authorization No. 11, the estimated cost for services under the Work Authorization are not to exceed $20,000.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 9 as follows:

1. The estimated cost for services under this Work Authorization is not to exceed $30,000.00.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 11, for Professional Engineering Services to be executed as of the ____ day of _____ 2008.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners Court: _____

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

R. Gutierrez Engineering Corporation

August 27, 2008

Humberto Garza
Chief Administrator
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Proposed Supplemental Agreement No. 1 – Hurricane Dolly Damage Assessment
Project No. ENG07.032k

Dear Humberto:

We are currently working on collecting data needed by FEMA to allow Hidalgo County Pct 2 to apply for reimbursement of expenditures required to make repairs to roads, bridges and drainage infrastructure damaged as a result of Hurricane Dolly and its related recovery activities. As it turns out, the work involved in collecting and organizing this data is more than had been anticipated. I am submitting a proposed Supplemental Agreement No. 1 to increase the maximum fee payable by $10,000.00 under Work Authorization No. 11. This increase brings the total fee payable under this work authorization to $30,000.00 and should cover the remaining work required to complete the task of collecting and assembling the data.

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 1 to Work Authorization No. 11 of the 2007 Road & Bridge Contract. If this Supplemental Agreement No. 1 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

AI-10874 **22.C.2.**

PRECINCT NO 2 - SOQ FOR APPRAISAL SERVICES
CC REGULAR

Date: 09/02/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Appraisal Services in connection with Hidalgo County Precinct No 2 Various Projects including, but not limited to, acquisitions and/or dispositions on an as needed and (if applicable) completion time proposed basis;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Appraisers in connection with professional appraisal services required for Hidalgo County Precinct No 2 Various Projects including, but not limited to, acquisitions and/or dispositions on an as needed and (if applicable) completion time proposed basis;
1._____; 2._____;
3._____;

C. Presentation for discussion, consideration and approval of the following:
1. Appraisal will be ordered through purchase order(s) or service contracts/work authorizations:
2. Limits (if any) of the number of appraisals requested under this method of engagement;
3. Determining factors, if any (i.e. completion time proposed)

D. If applicable, authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with _____ for the provision of appraisal related services for Hidalgo County Precinct No 2 Various Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Various Pct 2 Accounts
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For funding availability please see the attached 2008 Expense Report for Object 339 (dated 8/28/08).

Attachments

Link: Pool of Appraisers

Link: expansion of appraisers

Link: GRID PCT NO 2

Link: 2008 Exp Rpt for Obj 339

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2008 04:35 PM	APRV
2	Budget & Management	Veronica Lopez	08/27/2008 04:36 PM	APRV
3	Dale Kennan	Dale Kennan	08/28/2008 09:26 AM	APRV
4	Auditor's Office	Becky Morales	08/28/2008 06:10 PM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 07:45 AM	APRV
Form Started By: Laura Moya			Started On: 08/27/2008 04:28 PM	
Final Approval Date: 08/29/2008				

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
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

RFQ ACCEPTANCE DATE: MARCH 05, 2008 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: EXPANSION Real Estate Surveyors

RFQ NO: 2008-076A-03-05-otm

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM
#01	CVQ LAND SURVEYORS LLC 517 BEAUMONT MCALLEN TX 78501	√	N/A
#02			
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County	**DESCRIPTION OF RFQ:** Hidalgo County Pool of Professional Services - Request for Acceptance of Expansion of Real Estate Appraisers
RFQ ACCEPTANCE DATE: July 09, 2008	**RFQ ACCEPTANCE TIME:** 9:30 a.m.
RFQ NO: 08-140-07-09--QTM	**Effective Period:** August 05, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS **Appraisers**	
#01	**Ramon A. Olivarez** **Executive Appraisals** **PO BOX 1016** **SAN JUAN TEXAS 78589**	√	
#02			
#03			
#04			

PURCHASING DEPARTMENT
County Of Hidalgo

HIDALGO COUNTY PRECINCT NO 2

FOR

Real Estate Appraisers
Professional Services

GRID

Appraiser Firms

	Leonel Garza Jr. & Associates	HLH Appraisal Services	Executive Appraisals
Evaluator	**96**	**88**	**79**
Total Scores	**96**	**88**	**79**
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No 2 Staff

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

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-006-0-339	PCT.2 P/U RD-OTHER PROFESSIONAL SERVICES	22,550.00	.00	.00	.00	22,550.00	.00
1202 R&B PRECINCT NO.2		**22,550.00**	**.00**	**.00**	**.00**	**22,550.00**	**.00**
1212 PARKS PRECINCT NO.2							
8-1212-452-00-122-008-0-339	PARKS PCT.2-OTHER PROFESSIONAL SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
1212 PARKS PRECINCT NO.2		**1,000.00**	**.00**	**.00**	**.00**	**1,000.00**	**.00**
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-122-072-0-339	PCT.2-PALMAS/JESINIA-OTHER PROF SRV	1,332.17	.00	.00	.00	1,332.17	.00
8-1310-431-00-122-073-0-339	PCT.2-LOPEZVILLE/KENNEDY-OTHER PROF SRV	2,726.56	.00	.00	.00	2,726.56	.00
8-1310-431-00-122-074-0-339	PCT.2-LOPEZVILLE/PUEBLO-OTHER PROF SRV	1,817.43	.00	.00	.00	1,817.43	.00
8-1310-431-00-122-075-0-339	PCT.2-LOPEZVILLE/WATER-OTHER PROF SRV	3,782.71	.00	.00	.00	3,782.71	.00
8-1310-431-00-122-076-0-339	PCT.2-LOPEZVILLE/CHURCH-OTHER PROF SRV	2,257.79	.00	.00	.00	2,257.79	.00
8-1310-431-00-122-077-0-339	PCT.2-PRIMAVERA 2/JENICA E-OTHER PROF SR	2,002.44	.00	.00	.00	2,002.44	.00
8-1310-431-00-122-078-0-339	PCT.2-PRIMAVERA 2/JENICA W-OTHER PROF SR	2,909.21	.00	.00	.00	2,909.21	.00
8-1310-431-00-122-079-0-339	PCT.2-PRIMAVERA 2/JESSICA-OTHER PROF SRV	2,071.97	.00	.00	.00	2,071.97	.00
8-1310-431-00-122-080-0-339	PCT.2-PRIMAVERA 2/ROSIE-OTHER PROF SRV	1,766.86	.00	.00	.00	1,766.86	.00
8-1310-431-00-122-490-0-339	PCT.2-ALAMO ORCHARDS-OTHER PROF SRV	2,410.09	.00	.00	.00	2,410.09	.00
8-1310-431-00-122-496-0-339	PCT.2-CAMPO ALTO/VISTA CIR E-OTHER PROF	1,375.15	.00	.00	.00	1,375.15	.00
8-1310-431-00-122-497-0-339	PCT.2-CAMPO ALTO/VISTA CIR W-OTHER PROF	1,883.90	.00	.00	.00	1,883.90	.00
8-1310-431-00-122-520-0-339	PCT.2-PLUMOSA VILLAGE-OTHER PROF SRV	2,972.10	.00	.00	.00	2,972.10	.00
8-1310-431-00-122-535-0-339	PCT.2-S TOWER EST/SAN ANGELO-OTHER PROF	5,146.08	.00	.00	.00	5,146.08	.00
8-1310-431-00-122-536-0-339	PCT.2-S TOWER EST/SAN DIEGO-OTHER PROF S	2,266.47	.00	.00	.00	2,266.47	.00
8-1310-431-00-122-544-0-339	PCT.2-TIERRA BONITA/MARIE CIR S-OTHER PR	3,488.87	.00	.00	.00	3,488.87	.00
8-1310-431-00-122-547-0-339	PCT.2-WHITEWING/DOVE-OTHER PROF SRV	2,751.80	.00	.00	.00	2,751.80	.00
8-1310-431-00-122-548-0-339	PCT.2-WHITEWING/PELICAN-OTHER PROF SRV	3,477.51	.00	.00	.00	3,477.51	.00
1310 BORDER COLONIA ACCESS PROGRAM		**46,439.11**	**.00**	**.00**	**.00**	**46,439.11**	**.00**
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-122-199-1-339	COUNTRY LIVING ESTATES-OTHER PROF SRV	4,574.81	2,054.70	2,520.11	2,520.11	.00	100.00
8-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	5,292.75	5,292.75	.00	.00	.00	100.00
8-1311-431-00-122-252-0-339	ELDORA GARDENS-OTHER PROF SRV	102.17	102.17	.00	.00	.00	100.00
8-1311-431-00-122-253-0-339	SANTANA SUBD/ELDORA RD-OTHER PROF SRV	2,962.24	.00	.00	.00	2,962.24	.00
8-1311-431-00-122-365-0-339	LJ #1-OTHER PROF SRV	3,348.81	.00	3,338.78	3,338.78	10.03	99.70
8-1311-431-00-122-406-1-339	LAS BRISAS-OTHER PROF SRV	11,596.56	11,596.56	.00	.00	.00	100.00
8-1311-431-00-122-412-0-339	LAS HACIENDAS-OTHER PROF SRV	2,177.82	67.64	2,110.18	2,110.18	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-122-484-1-339	MORNING SUN-OTHER PROF SRV	2,110.80	1,285.25	825.55	825.55	.00	100.00
8-1311-431-00-122-494-1-339	NORTH ALAMO VILLAGE-OTHER PROF SRV	3,311.55	2,912.00	399.55	399.55	.00	100.00
8-1311-431-00-122-503-1-339	NORTHSIDE VILLAGE #2-OTHER PROF SRV	4,169.24	1,340.00	.00	.00	2,829.24	32.14
8-1311-431-00-122-557-1-339	PENTECOSTAL-OTHER PROF SRV	1,220.95	1,220.95	.00	.00	.00	100.00
8-1311-431-00-122-568-0-339	PRIMAVERA I-OTHER PROF SRV	91.39	91.39	.00	.00	.00	100.00
8-1311-431-00-122-580-1-339	RSW UNIT # 1-OTHER PROF SRV	2,464.07	2,464.07	.00	.00	.00	100.00
8-1311-431-00-122-596-0-339	RANCHO ESCONDIDO-OTHER PROF SRV	3,701.40	.00	.00	.00	3,701.40	.00
8-1311-431-00-122-605-1-339	RED BARN-OTHER PROF SRV	429.74	429.74	.00	.00	.00	100.00
8-1311-431-00-122-620-0-339	ROADRUNNER #2-OTHER PROF SRV	5,886.85	5,581.85	305.00	305.00	.00	100.00
8-1311-431-00-122-683-0-339	SOUTH FORK ESTATES-OTHER PROF SRV	2,039.18	1,381.48	657.70	657.70	.00	100.00
8-1311-431-00-122-693-0-339	SOUTH SIDE VILLAGE-OTHER PROF SRV	1.45	1.45	.00	.00	.00	100.00
8-1311-431-00-122-740-0-339	TINY ACRES-OTHER PROF SRV	1,048.16	1,048.16	.00	.00	.00	100.00
8-1311-431-00-122-767-1-339	VAL BAR ESTATES-OTHER PROF SRV	859.66	859.66	.00	.00	.00	100.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II		**57,389.60**	**37,729.82**	**10,156.87**	**10,156.87**	**9,502.91**	**83.44**
8 YEAR		**127,378.71**	**37,729.82**	**10,156.87**	**10,156.87**	**79,492.02**	**37.59**

AI-10855 **22.D.1.**

PCT NO4 - SOQ FOR APPRAISERS SERVICES
CC REGULAR

Date: 09/02/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Appraisal Services in connection with Hidalgo County Precinct No 4 Various Projects including, but not limited to, acquisitions and/or disposition on an as needed and (if applicable) completion time proposed basis;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Appraiser in connection with professional appraisal services required for Hidalgo County Precinct No 4 Various Projects including, but not limited to acquisitions and/or dispositions on an as needed and (if applicable) completion time proposed basis;
1._____; 2._____;
3._____;

C. Presentation for discussion, consideration and approval of the following:
1. Appraisal will be ordered through purchase order(s) or services contracts/work authorizations;
2. Limits (if any) of the number of appraisals requested under this method of engagement;
3. Determining factor, if any (i.e. completion time proposed);

D. If applicable, authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with _____ for the provision of Appraisal Services for Hidalgo County Precinct No 4 Various Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Pct#4 Obj#339 various accts
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Possible funding sources will be allocated from within the precinct budget. Please see the attached 2008 Expense Report for Object 339.

Attachments

Link: GRID SHEET

Link: Pool of Appraisers Expansion

Link: pool of appraisers

Link: expense report 8-28-08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2008 01:23 PM	APRV
2	Budget & Management	Veronica Lopez	08/27/2008 02:23 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/28/2008 01:55 PM	APRV
4	Auditor's Office	Becky Morales	08/28/2008 05:59 PM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 07:45 AM	APRV
Form Started By: Laura Moya			Started On: 08/27/2008 11:27 AM	
Final Approval Date: 08/29/2008				

PURCHASING DEPARTMENT
County Of Hidalgo

HIDALGO COUNTY PRECINCT NO 4

FOR

Real Estate Appraisers
Professional Services

GRID

Appraiser Firms

	Leonel Garza,Jr. & Associates, LLC	Aguirre & Patterson, Inc. Joseph W. Patterson	Professional Appraisal Services Inc.
Evaluator No 1	**99**	**98**	**95**
Evaluator No 2	**98**	**94**	**96**
Total Scores	**98.5**	**96**	**95.5**
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No 4 Staff

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County	**DESCRIPTION OF RFQ:** Hidalgo County Pool of Professional Services - Request for Acceptance of Expansion of Real Estate Appraisers
RFQ ACCEPTANCE DATE: July 09, 2008	**RFQ ACCEPTANCE TIME:** 9:30 a.m.
RFQ NO: 08-140-07-09--QTM	**Effective Period:** August 05, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS **Appraisers**	
#01	**Ramon A. Olivarez** **Executive Appraisals** **PO BOX 1016** **SAN JUAN TEXAS 78589**	√	
#02			
#03			
#04			

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**	√

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1204 R&B PRECINCT NO.4							
8-1204-431-00-124-007-0-339	PCT.4 P/U RD-OTHER PROFESSIONAL SERVICES	.00	7,954.77	1,196.18	4,158.59	2,600.00	67.32
1204 R&B PRECINCT NO.4		**.00**	**7,954.77**	**1,196.18**	**4,158.59**	**2,600.00**	**67.32**
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-124-092-0-339	PCT.4-EL SECO/NADIA-OTHER PROF SRV	.00	253.29	253.29	.00	.00	100.00
8-1310-431-00-124-093-0-339	PCT.4-EL SECO/OKEECHOBEE-OTHER PROF SRV	.00	123.86	123.86	.00	.00	100.00
8-1310-431-00-124-103-0-339	PCT.4-MEADOW LANDS/TERRY-OTHER PROF SRV	.00	611.93	610.65	.00	1.28	99.79
8-1310-431-00-124-104-0-339	PCT.4-MEADOW LANDS/MEADOW-OTHER PROF SRV	.00	466.59	466.59	.00	.00	100.00
8-1310-431-00-124-105-0-339	PCT.4-MEADOW LANDS/PRARIE-OTHER PROF SRV	.00	364.09	364.09	.00	.00	100.00
8-1310-431-00-124-106-0-339	PCT.4-MURILLO/NORTH-OTHER PROF SRV	.00	89.91	89.91	.00	.00	100.00
8-1310-431-00-124-107-0-339	PCT.4-MURILLO/SOUTH-OTHER PROF SRV	.00	165.72	165.72	.00	.00	100.00
8-1310-431-00-124-111-0-339	PCT.4-SANDY/FIRST-OTHER PROF SRV	.00	18.18	.00	.00	18.18	.00
8-1310-431-00-124-112-0-339	PCT.4-SANDY/SECOND-OTHER PROF SRV	.00	838.72	.00	.00	838.72	.00
8-1310-431-00-124-113-0-339	PCT.4-SEMINARY EST-OTHER PROF SRV	.00	353.63	353.63	.00	.00	100.00
8-1310-431-00-124-114-0-339	PCT.4-SIMPATICO ACRES-OTHER PROF SRV	.00	9.00	.00	.00	9.00	.00
8-1310-431-00-124-115-0-339	PCT.4-SUMMERWOOD/ALBERTO-OTHER PROF SRV	.00	76.80	76.80	.00	.00	100.00
8-1310-431-00-124-116-0-339	PCT.4-SUMMERWOOD/BERMEA-OTHER PROF SRV	.00	130.36	.00	.00	130.36	.00
8-1310-431-00-124-117-0-339	PCT.4-TOWNE EAST-OTHER PROF SRV	.00	13.00	13.00	.00	.00	100.00
8-1310-431-00-124-459-0-339	PCT.4-RANCHO NUEVO/E BARRADA-OTHER PROF	.00	474.47	448.79	.00	25.68	94.59
8-1310-431-00-124-460-0-339	PCT.4-RANCHO NUEVO/N BARRADA-OTHER PROF	.00	262.37	262.37	.00	.00	100.00
1310 BORDER COLONIA ACCESS PROGRAM		**.00**	**4,251.92**	**3,228.70**	**.00**	**1,023.22**	**75.94**
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-124-070-0-339	BAR VI-OTHER PROF SRV	.00	1,884.37	376.87	1,500.20	7.30	99.61
8-1311-431-00-124-128-0-339	CALMA ESTATES-OTHER PROF SRV	.00	438.64	438.64	.00	.00	100.00
8-1311-431-00-124-129-0-339	CALMA ESTATES #2-OTHER PROF SRV	.00	748.85	748.85	.00	.00	100.00
8-1311-431-00-124-130-0-339	CALMA ESTATES #3-OTHER PROF SRV	.00	744.68	286.67	.00	458.01	38.50
8-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	.00	138.90	.00	.00	138.90	.00
8-1311-431-00-124-167-0-339	COLONIA BIG 5-OTHER PROF SRV	.00	6,133.62	6,097.32	.00	36.30	99.41
8-1311-431-00-124-363-1-339	L & R GARZA-OTHER PROF SRV	.00	622.29	602.29	.00	20.00	96.79
8-1311-431-00-124-482-0-339	MORNING SIDE ESTATES-OTHER PROF SRV	.00	288.61	11.60	.00	277.01	4.02
8-1311-431-00-124-541-0-339	PALMA S/D #1-OTHER PROF SRV	.00	1,516.73	1,516.73	.00	.00	100.00
8-1311-431-00-124-543-0-339	PALMA S/D #2-OTHER PROF SRV	.00	1,413.21	1,413.21	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-124-585-1-339	RAMBO ESTATES-OTHER PROF SRV	.00	1,085.11	206.02	479.09	400.00	63.14
8-1311-431-00-124-612-0-339	RENA RAE S/D-OTHER PROF SRV	.00	3,216.65	1,927.45	1,289.20	.00	100.00
8-1311-431-00-124-785-0-339	VILLA DEL MUNDO-OTHER PROF SRV	.00	4,918.40	4,882.10	.00	36.30	99.26
8-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	.00	397.60	.00	.00	397.60	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II		**.00**	**23,547.66**	**18,507.75**	**3,268.49**	**1,771.42**	**92.48**
8 YEAR		**.00**	**35,754.35**	**22,932.63**	**7,427.08**	**5,394.64**	**84.91**

AI-10902 **22.D.2.**

Pct. 4- Invoice No. 28885-TEDSI-C-07-051-02-06
CC REGULAR

Date: 09/02/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 288885 in the amount of $ 2,500.00 submitted by TEDSI Infrastructure Group with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-051-02-06 (PO# 605361) for: "Traffic Study of 83rd Street and Mile 17, North of San Carlos Texas"

BACKGROUND

Invoice No. 288885 PO#605361 C-07-051-02-06 WA#11 (ref. AI#9702)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#605361 available balance as of 8/29/08 $2,500.00. Funds are available as of 8/29/08.

Attachments

Link: Invoice No. 28885-TEDSI-C-07-051-02-06

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 05:24 PM	APRV
2	Budget & Management	Veronica Lopez	08/29/2008 07:44 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/29/2008 09:00 AM	APRV
4	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Letty Saenz Started On: 08/28/2008 10:52 AM

Final Approval Date: 08/29/2008

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

MEMO

DATE: AUGUST 26, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA (LETTY) SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4
REF: TEDSI INFRASTRUCTURE GROUP
ACCT. #: 8-1204-431-00-124-007-0-334
P.O.#: 605361

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT YOUR DEPARTMENT PLEASE PLACE THE FOLLOWING INVOICE **#288885** IN THE AMOUNT OF **$2,500.00**, FROM **TEDSI INFRASTRUCTURE GROUP** ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: INV. #288885
P.O. 605361

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers

120 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Hidalgo County Precinct No. 4
Commissioner Oscar Garza
1102 N. Doolittle
Edinburg, Texas 78572

Invoice Date: July 31, 2008
TEDSI Invoice No.: 288885
TEDSI Project No.: 27942-11
Invoice Period: Thru July 31, 2008

TRAFFIC ENGINEERING SERVICES (Hidalgo County Contract # C-07-051-02-06)
Purchase Order No. 605361
83rd & Mile 17, San Carlos, Tx

Contract Amount	Contract Amount Remaining
$2,500.00	$0.00

Task		% Complete		Amount	
		This Period	To Date	This Period	To Date
Traffic Study & Evaluation (TSE)	$2,500.00	100%	100%	$2,500.00	$2,500.00
Subtotal	$2,500.00			$2,500.00	$2,500.00

TOTAL FEE EARNED:	$2,500.00
LESS PREVIOUSLY INVOICED:	$0.00
TOTAL AMOUNT DUE THIS INVOICE:	$ 2,500.00

B -1204-431-00-124-007-0 334
Pct. # 0734
Pur. Req. # 133933
P.O. # 605261

Eric R. Dietrich, P.E., P.T.O.E.
Project Manager

Purchase Order

COUNTY OF HIDALGO

PO#: 605361

DATE: 06/18/08

VENDOR: 227889 REQ:00133933

Email:

Phone:(956)424-7898

TEDSI INFRASTRUCTURE GROUP, INC.
10260 WESTHEIMER, SUITE 460
HOUSTON TX 77042

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions: PCT. REQ. #0734

Contract No:

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		
		C-07-051-02-06 APPROVED COMMISSIONERS COURT OF 6/17/2008 AGENDA ITEN AI-9702		
1	EACH	MULTI-WAY STOP STUDY AT THE INTERSECTION OF 83rd ST AND MILE 17, NORTH OF SAN CARLOS TEXAS.	2,500.00	2,500.00
		****CONTRACT #07-051-02-06****		
		APPROVED COMMISSIONERS' COURT OF 6/17/2008 AGENDA ITEM# AI-9702		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,500.00
		**********		
		For Hidalgo County use only		
		8-1204-431-00-124-007-0-334 2,500.00		
		Approved		
		_____		

Authorized by: Marta L. Salazar

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
PURCHASING DEPARTMENT

FAX NO. ( )-

NO. OF PAGES: 4 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 8/26/2008
TIME: 4:20 AM. / P.M.

COMMENTS: **Please Place this invoice on the next C.C.**

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.

AI-10861 **22.E.1.**

LaserJet Printers
CC REGULAR

Date: 09/02/2008
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 for Hidalgo County to purchase equipment (5) HP Laserjet P4015N-printers and UPG Warranty and peripherals through the County's membership/participation with (DIR) Department of Information Resource awarded vendor Tech Depot contract # TX HP DIR-SDD-223 in the total amount of $6,430.00

BACKGROUND

Pending AI-10914 for CC 09-02-08

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1242-412-00-060-001-0-745
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available pending AI-10914 for CC 09-02-08

Attachments

Link: HP Laserjet Printers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 11:04 AM	APRV
2	Budget & Management	Veronica Lopez	08/28/2008 11:33 AM	APRV
3	Veronica Lopez	Veronica Lopez	08/29/2008 08:53 AM	APRV
4	Auditor's Office	Linda Fong	08/29/2008 11:36 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 11:45 AM	APRV

Form Started By: Matilde Faz Started On: 08/27/2008 02:20 PM

Final Approval Date: 08/29/2008

Requisition

Req # 00138021

PO #

Date: 08/20/08

Regular # 108601 9/2/08

Bill To: x
x

Vendor : 325767
TECH DEPOT
P.O. BOX 33074
HARTFORD CT 06150-3074
FAX (316)630-4609

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

Contact: GRISELDA
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE # B08089084 / CONTRACT # TX HP DIR-SDD-223 / JP OFFICES DO NOT DUPLICATE ORDER		
5	EACH	HP LASERJET P4015N - PRINTER	997.00	4,985.00
5	EACH	UPG WARR 3YR M-F NDEX LASERJET	289.00	1,445.00
		Account No	Encumbrance	
		8-1242-412-00-060-001-0-432	1,445.00	
		8-1242-412-00-060-001-0-665	4,985.00	
			Freight	.00
			Total	6,430.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

req: 138021

Product Quote

Tech Depot appreciates this opportunity to provide your organization this product(s) quote. Tech Depot strives to make your buying experience straightforward and streamlined by offering intelligent product choices, top brands, and competitive prices, with the support you demand.

Contract#	TX HP DIR –SDD 223	Date:	13-Aug-2008
Quote#	B08089084	Phone:	(888) 251-4278

BILL TO	SHIP TO
Accounts Payable Hidalgo County 100 N Closner Blvd Edinburg, TX 78539	Attn: IT 1st Floor Hidalgo County 100 N. Cano 4th Floor PO 607353 Edinburg, TX 78539

Item #	Mfg #	PRODUCT	QTY	PRICE	TOTAL
S6838759	CB509A#ABA	HP LaserJet P4015n - printer - B/W - laser *Contract Number: TX HP DIR-SDD-223*	5	$997.00	$4,985.00
S2286058	U2889E	UPG WARR 3YR M-F NDEX LASERJET	5	$289.00	$1,445.00
				Subtotal	$6,430.00
				TAX (applicable states only)	$0.00
				SHIPPING & HANDLING [Standard Ground]	$0.00
				TOTAL	$6,430.00

FEIN	DUNS	Cage Code
06-1526627	04-188-3971	1LDH8

Thank you once again for your consideration and feel free to contact me with any questions.

If this quote meets your requirements and you are set to purchase, please click the link below:
http://www.techdepot.com/pro/3.asp?c=pq&r=lr&s=6923508

This transmission may contain confidential or proprietary information and is intended solely for the use of the person to whom it is addressed. If you are not the intended recipient, you are hereby notified that the distribution, copying or other unauthorized use of this facsimile or any information contained herein is prohibited. If you receive this transmission in error, please notify us immediately at the phone number listed above and return it to us by mail (at our expense) at the address listed above. Thank you.

Thank you,
Carlos Montanez

AI-10866 **22.F.1.**

Envelopes Including Printing for Tax Roll Statements for the Year 2008 to the Edinburg Post Office

CC REGULAR

Date: 09/02/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Tax Office

Information

CAPTION

Presentation for consideration, discussion and action (if applicable) to award to sole bid received meeting all specifications and requirements with approval of contract for: "Envelopes Including Printing for Tax Roll Statements for the Year 2008 to the Edinburg Post Office".
RFB No. 2008-259-08-27-otm

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-415-15-140-001-0-550
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08/28/08 $ 10,236.60.

$5,000.00 transfer pending approval of AI 10908.

Attachments

Link: participation log
Link: recommendation letter
Link: tab sheet
Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 11:05 AM	APRV
2	Budget & Management	Veronica Lopez	08/28/2008 11:34 AM	APRV
3	Erika Reyna	Erika Reyna	08/28/2008 03:07 PM	APRV
4	Auditor's Office	Becky Morales	08/28/2008 06:07 PM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 07:45 AM	APRV

Form Started By: Olga Montero

Started On: 08/27/2008 03:10 PM

Final Approval Date: 08/29/2008

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

IBF-RFP-RFQ-RFI

BID OPENING DATE: August 27, 2007 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT /BID DESCRIPTION: Hidalgo County Tax Assessor Collector
"Envelopes Including Printing of Tax Roll Statements for the Year 2008 to the Edinburg Post Office"

BID No.: 08-259-08-27-otm

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF ADDRESSING STAFF MAIL OUT	DATE	ADDRESS & PHONE No
1. Laser Printers & Mailing Serv. Katy (210) 590-6565 (210) 590-1620 fax Katy@lpmsi.com	fedex	OK Katy@lpmsi.com	8/15/08	8701 Perrin Beitel San Antonio, TX. 78217
2. Morgan Business Solutions Dennis 1-800-460-7953 (210) 342-4270 fax	fedex	OK	8/15/08	12135 Valliant St. San Antonio, TX. 78216
3. Curtis 1000 Oscar Zapata 1-800-392-5835 // 605-1309	mail	OK		1620 Xanthisma McAllen Tx 78504 5150 Blalock Houston Tx 77041
4. South Texas Printing 457-3091	mail	OK		PO Box 3946 Edinburg, TX. 78540
5. J. Hutler Cambridge Properties	phone / in person		08-22-08	214 N 16th McAllen TX 78501 682-2505
6.				
7.				

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

PURCHASING DEPARTMENT
County Of Hidalgo

M E M O R A N D U M

To: Armando Barrera Jr. RTA
Tax Assessor-Collector
Attn: Paul Villarreal Jr. RTA

From: Olga T. Montero, Buyer
Purchasing Dept.

Date: August 27, 2008

Re: Recommendations for Bid No. 2008-259-08-27-otm

RFB-Envelopes Including Printing for Tax Rolls Statements for the Year 2008 to the Edinburg Post Office

---

Please review the sole bid received for the above referenced project.

Submit your recommendations by no later than **1:00 p.m., TODAY, AUGUST 27, 2008**, to meet deadline and place on Commissioner's Court for award by next scheduled Commissioners Court.

If you should have any questions, please contact me at (956) 318-2626.

Recommended Vendor(s): Curtis 1000

Account Number(s): 8-1100-415-15-140-001-0-550

Signature

8/27/08
Date

Encl.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET
Bid No.2008-259-08-27-otm

DEPARTMENT NAME: Hidalgo County Tax Assessor/Collector

BID OPENING DATE: August 27, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Envelopes Including Printing of Tax Roll Statements for the Year 2008 to the Edinburg Post Office"

BUYER: Olga T. Montero

BID # RFB#	NAME OF COMPANY	Bid Per M (1000)	TOTAL PRICE BID
#1	CURTIS 1000 PO BOX 4547 MCALLEN TX 78502	Item 1 - $ 20.52 / 1000 Item 2 - $ 22.35 / 1000 Item 3 - $ 209.14 / 1000 Item 4 - $ 193.33 / 1000 Item 5 - 193.33 / 1000 Item 6 - included	$14,349.97
#2			
#3			

REQUIREMENTS AGREEMENT
C-08-259-09-02

THIS AGREEMENT (the "Agreement") is entered into effective as of **September 2, 2008** by and between **Curtis 1000, Inc., a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County Tax Assessor/Collector**" Envelopes Including Printing For Tax Rolls Statements for the Year 2008 to the Edinburg Post Office,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products"); 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 **" Envelopes Including Printing For Tax Rolls Statements for the Year 2008 to the Edinburg Post Office"** for **Hidalgo County Tax Assessor/Collector** project for a period no later than October 6, 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: Curtis 1000, Inc.
Attention: Oscar Zapata
PO Box 4547
McAllen, Texas 78502

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, September 2, 2008.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____
Date:_____

HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: Curtis 1000, Inc.

By:_____
Printed Name:_____
Title:_____
Date:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR "ENVELOPES INCLUDING PRINTING OF TAX ROLL STATEMENTS FOR THE YEAR 2008 TO THE EDINBURG POST OFFICE" BID No: 2008-259-08-27-otm

The County of Hidalgo is seeking bids to supply Hidalgo County Tax Assessor/Collector's office with a bid on the following items:

Item I:	Approximately 275,000 Printed Regular #9 Envelopes
Item II:	Approximately 275,000 Printed Window # 10 Envelopes Permit #44
Item III:	Approximately 3,000 #28 Brown Kraft Wove Booklet Envelopes-Blank
Item IV:	Approximately 7,000 #28 White Wove Window Booklet Envelopes
Item V:	Approximately 3,000 #28 White Wove Window Booklet Envelopes Permit #44
Item VI:	Freight charge must be part of the bid process.

Only Bids that include the six (6) items will be considered.

Hidalgo County has had requests for the bid packets for **the project of "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office"** from the following interested participants.

1. Laser Printers & Mailing Service - San Antonio, Texas 78217
2. Easy Acess - McAllen, Texas 78504
3. Gateway Printing - Edinburg, Texas 78539
4. Copy Zone - McAllen, Texas 78504
5. Express Business - McAllen, Texas 78501
6. Sam Hughes - Norman, OK
7. Myriad Systems Inc. (MSI) - Oklahoma City, OK
8. American Print Management - Chambersburg, PA
9. PSC Info. Group - Oaks, PA

SPECIFICATIONS FOR THE PRINTING OF ENVELOPES

ITEM I. APPROXIMATELY 275,000 PRINTED REGULAR # 9 ENVELOPES

a. Size: 3.7/8" x 8.7/8" (10 x 22.1/2 cm) **SAMPLE ENCLOSED**

b. Printing Bar code conforms to all U.S. Postal Service Regulations for Automation Mailing Discounts.

c. Printed on 24 lb. white paper in black ink

d. Print selected messages in English on both sides as specified by Tax Office

e. Printed on front side specified by Tax Office as follows:

Printing:	Black
Lettering:	All Caps
Center:	3 inches to the right of the envelope

ARMANDO BARRERA JR. RTA
TAX ASSESSOR/COLLECTOR
P.O. BOX 4290
EDINBURG, TEXAS 78540-4290

**Please include all bar codes located on the front of the envelope.
Postage Area: **Postage Required Post Office will not deliver without proper Postage**

f. All envelopes (Item I) must be shipped to awarded vendor for the project of "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office".

ITEM II. APPROXIMATELY 275,000 PRINTED WINDOW # 10 ENVELOPES PERMIT #44

a. Size: 4.1/8" 9.1/2" (10.1/2 x 24 cm) **SAMPLE ENCLOSED**

b. Printed on 24 lb. white paper in black ink

c. **Permit No. 44**

Printing: Black

Top Left Corner: The County of Hidalgo *Texas* Logo will be placed 1/8 inch to the right of the envelope

Return Label: All Lettering Caps
ARMANDO BARRERA JR. RTA
TAX ASSESSOR/COLLECTOR
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

** 1/12 below return label**

ADDRESS SERVICE REQUESTED

Window Envelope: 1 inch from the left of the envelope
The window is 4.1/2 inches in length and 1 inch in width

Postage: Pre-Printed Postage
PRESORT
FIRST-CLASS MAIL
U.S. POSTAGE PAID

d. All envelopes (Item II) must be shipped to awarded vendor for the for the"Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office.

ITEM III. **APPROXIMATELY 3,000 #28 BROWN KRAFT WOVE BOOKLET ENVELOPES-BLANK**

a. Size: 12 x 15 booklet envelope **(SAMPLE ENCLOSED)**
b. Moistenable flap
c. Print return address: Black ink
d. Lettering: All Caps

ARMANDO BARRERA JR., RTA
ASSR/COLL HIDALGO COUNTY
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

e. 1,000 of these envelopes (Item III) must be shipped to awarded vendor for the project of "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office" and the remaining envelopes must be shipped to: Hidalgo County Tax Assessor-Collector at 2804 S. Hwy 281, Edinburg, Texas 78539.

ITEM IV. **APPROXIMATELY 7,000 #28 WHITE WOVE SPECIAL WINDOW BOOKLET ENVELOPES**

a. Size: 8 7/8 x 11 7/6 window booklet envelope
b. Window size 3.75" x 1 3/8"
c. 3/4" from left
d. 2.5" from top
e. moisten flap
f. Print return address: Black ink
g. Lettering: All Caps

ARMANDO BARRERA JR., RTA
ASSR/COLL HIDALGO COUNTY
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

h. **All envelopes (Item IV) must be delivered to: Hidalgo County Tax Assessor/Collector at 2804 S. Hwy 281-Edinburg, Texas 78539.**

ITEM V. **APPROXIMATELY 3,000 #28 WHITE WOVE SPECIAL WINDOW BOOKLET ENVELOPES PERMIT #44 (SAMPLE ENCLOSED)**

a. Size: 8 7/8 x 11 7/6 window booklet envelope
b. Window size 3.75" x 1 3/8"
c. 3/4" from left
d. 2.5" from top
e. moisten flap
f. Print return address: Black ink

g.	Lettering:	All Caps	**ARMANDO BARRERA JR., RTA** **ASSR/COLL HIDALGO COUNTY** **P.O. BOX 178** **EDINBURG, TEXAS 78540-0178**

h. All envelopes (Item V) must be shipped to awarded vendor for the project of "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office.

Item VI: **Freight charge must be part of the bid process.**

REQUIREMENTS, TERMS AND CONDITIONS

1. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty day's written notice prior to cancellation (if applicable to this project).

2. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.

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

4. **Bidder(s) commitment to deliver order by no later than October 06, 2008.**

5. All bids must be routed to: Martha L. Salazar, CPPB/Purchasing Agent, at 2812 S. Business Hwy 281- Hidalgo County New Administration Building., Edinburg, Texas 78539. Written questions will be accepted via facsimile no later than Wednesday, August 20, 2008 at 5:00 p.m. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, August 22, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"ENVELOPES INCLUDING PRINTING OF TAX ROLL STATEMENTS FOR THE YEAR 2008 TO THE EDINBURG POST OFFICE"
BID No: 08-259-08-27-otm
Bid Opening Date: August 27, 2008 at 9:30 AM

FORMAL BID PER M (1000)

ITEM I: Approx. 275,000 Printed Regular #9 Envelopes _____

ITEM II: Approx. 275,000 Printed Window #10 Envelopes Permit #44 _____

ITEM III: Approx. 3,000 #28 Brown Kraft Wove Booklet Envelopes - Blank _____

ITEM IV: Approx. 7,000 #28 White Wove Window Booklet Envelopes _____

ITEM V. Approx. 3,000 #28 White Wove Window Booklet Envelopes Permit #44 _____

ITEM VI: Freight must be included in bid in order to assist potential participant(s) in the calculation of freight-charges for inclusion on the bid page: _____

GRAND TOTAL FOR ITEMS I THROUGH VI _____

COMMITMENT TO DELIVER: BY NO LATER THAN: OCTOBER 06, 2008 **Yes ___ No____**

BIDDER/COMPANY NAME:_____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER:_____ **FAX NUMBER:**_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME:_____

TITLE: _____ **DATE:**_____

EXHIBIT "B"
PAYMENT SCHEDULE

BID PAGE

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"ENVELOPES INCLUDING PRINTING OF TAX ROLL STATEMENTS FOR THE YEAR 2008 TO THE EDINBURG POST OFFICE"
BID No: 08-259-08-27-otm
Bid Opening Date: August 27, 2008 at 9:30 AM

		FORMAL BID PER M (1000)
EM I:	Approx. 275,000 Printed Regular #9 Envelopes	$ 80.52 /1000
EM II:	Approx. 275,000 Printed Window #10 Envelopes Permit #44	$ 22.25 /1000
EM III:	Approx. 3,000 #28 Brown Kraft Wove Booklet Envelopes - Blank	$ 64.84 /1000
EM IV:	Approx. 7,000 #28 White Wove Window Booklet Envelopes	$ 193.33 /1000
EM V.	Approx. 3,000 #28 White Wove Window Booklet Envelopes Permit #44	$ 193.33 /1000

EM VI: Freight must be included in bid in order to assist potential participant(s) in the calculation of freight-charges for inclusion on the bid page: INCLUDED

AND TOTAL FOR ITEMS I THROUGH VI $ 14,349.97

OMMITMENT TO DELIVER: BY NO LATER THAN: OCTOBER 06, 2008 Yes ✓ No ___

ODER/COMPANY NAME: Curtis 1000

DRESS: P.O. Box 11547

TY/STATE/ZIP CODE: McAllen, TX 78502

ONE NUMBER: 956-605-1309 FAX NUMBER: 956-631-1001

THORIZED SIGNATURE: [signature]

INTED NAME: Oscar Zapata

TLE: Territory Rep DATE: 8-25-08

EXHIBIT "C"
INSURANCE REQUIREMENTS

AI-10823 **22.G.1.**

Worker's Comp.

CC REGULAR

Date: 09/02/2008
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Budget & Management

Information

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional two (2) year term (as provided in contract) with By the Number Actuarial Consulting, Inc. 2006-296-09-15CGV

BACKGROUND

Two year term under the same rates, terms and conditions
Renewal date 9/26/2008-9/26/10

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-2202-419-50-115-065-0-311
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $15,597.50 as of 8/28/08.

Attachments

Link: Workers Comp

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2008 12:55 PM	APRV
2	Budget & Management	Veronica Lopez	08/27/2008 12:59 PM	APRV
3	Dale Kennan	Dale Kennan	08/28/2008 07:37 AM	APRV
4	Auditor's Office	Becky Morales	08/28/2008 01:00 PM	APRV
5	Court Administrator	Angela Garcia	08/28/2008 01:45 PM	APRV
Form Started By: Mary Maldonado			Started On: 08/26/2008 09:30 AM	
Final Approval Date: 08/28/2008				

HIDALGO COUNTY DEPARTMENT OF BUDGET & MANAGEMENT
EMPLOYEE BENEFITS SECTION
2818 S. BS HWY 281 ADMINISTRATION BUILDING
EDINBURG, TX 78539
PHONE#: (956) 318-2663 FAX#: (956) 318-2610

MEMORANDUM

TO: Mary Maldonado, Contracts Manager
Hidalgo County Purchasing Department

FROM: Flora Vazquez, Employee Benefits Manager
Hidalgo County Department of Budget and Management

SUBJECT: Request to Renew Additional 2-Year Term

DATE: July 28, 2008

I am respectfully requesting that you please renew the additional 2 year term with By The Numbers, Consulting, Inc. Attached you will find the initial letter of engagement outlining their fees and the scope of services that will be required of them.

Thank you for your prompt attention to this matter.

cc: Raul Silguero, Chief Administrator

Consulting, Inc.

September 11, 2006

Martha Salazar, CPPD/Purchasing Agent
Hidalgo County Purchasing Dept
100 E Cano, 4th Floor —Administration Bldg
Edinburg, TX 78539

RE: COUNTY OF HIDALGO WORKERS' COMPENSATION SELF-INSURANCE FUND—ENGAGEMENT LETTER

Dear Martha Salazar:

As requested, this letter outlines the scope and terms of our engagement with the County of Hidalgo Workers' Compensation Self-Insurance Fund (Hidalgo).

SCOPE

By the Numbers Actuarial Consultants, Inc. (BYNAC) will prepare an actuarial report that estimates the premium need for the 1/1-12/31/07 period. In addition, a second actuarial report will be provided that estimates the required reserves for claims incurred by Hidalgo for the 7/1/03-12/31/06 period as of 12/31/06.

FEES

Each report is billed on a time and expense basis subject to a maximum fee of $5,500, for a total of $11,000 for the two reports. The maximum fee includes a trip to present our findings. Shown below are our current hourly rates.

Lisa Dennison, FCAS, FCA, MAAA – President and Consulting Actuary	$225
Mary Jean King, FCAS, MAAA – Consulting Actuary	215
Jeff McSweeney – Vice President and Consulting Actuary	195

OUTCOME AND CONTINGENCY

Any opinions expressed are based on our actuarial experience and judgment and are limited by our knowledge of the facts at the time. We cannot and do not make promises or guarantees about the outcome of the analysis. In addition, your obligation to pay for services and expenses is not contingent upon the outcome of any matter.

843 Hamlet Street · Columbus, OH 43215 614.638.3420 · 614.299.2419 fax
jmcsweeney@bynac.com www.bynac.com

Thank you for the opportunity to provide services. If these arrangements are acceptable, please sign a copy of this letter in the space provided below and return it to me. If you have any questions, please let me know.

Sincerely,

Jeffrey S. McSweeney
Vice President and Consulting Actuary

Lisa Dennison
Lisa Dennison, FCAS, FCA, MAAA
President and Consulting Actuary

Accepted: Hidalgo County

By: _____ Date: 11/8/06

RAMON GARCIA, COUNTY JUDGE

Approved by Commissioners' Court
on 9-26-06 ab

ATTEST:

EDDY TREVIÑO, COUNTY CLERK

Approved on Commissioners' Court 9-26-06

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

By The Numbers
Actuarial
Consulting, Inc.

REFERENCES

1. Texas Public Workers' Compensation Program
   South Plains Schools Workers' Compensation Program
   Texas Workers Compensation Solutions

   Russ Edwards (830) 798-2081

2. Capital Metro Transit Authority

   Russ Hermesmeyer (512) 306-8880

3. Texas Association of Counties

   Jim Jean (512) 478-8753

EXHIBIT "A"

HIDALGO COUNTY
"WORKERS' COMPENSATION LOSS AND FUNDING PROJECTIONS STUDY"
RFSQ NO. 2006-296-09-15CGV
SEPTEMBER 15, 2006

The County of Hidalgo is seeking for sealed quotes for: **HIDALGO COUNTY- "WORKERS' COMPENSATION LOSS AND FUNDING PROJECTIONS STUDY"** to be awarded based on a lump sum flat fee. The actuarial study will cover a two-part study: 1st Part- Rate/Premium Analysis for Program Year 2007- to be completed within three to five weeks; 2nd Part- Estimate a Reserve Analysis as of 12-31-06 to be completed **NO LATER** than **MARCH 31, 2007**.

Please fill in the appropriate information below and overnight, or hand-deliver to: Martha L. Salazar, CPPB/Purchasing Agent, Hidalgo County Purchasing Department (Administration Building) 100 East Cano, 4th Floor (Admin. Bldg.) Edinburg, Texas 78539 by no later than **2:00 P.M., FRIDAY, SEPTEMBER 15, 2006.**

DATA TO BE PROVIDED BY COUNTY BY:

1) **UPDATED WORKERS' COMPENSATION LOSS RUNS:**
   a) **TAC 2001 through 2003 (thru 6-30-03);**
   b) **July 1, 2003 thru June 30, 2006**

2) **PAYROLL REPORTS:** Gross payroll numbers sorted by:
   a) **Workers' Compensation Code:** Code subtotals and overall grand total.
   b) **Department/WC Codes:** Department subtotals and overall grand total.

REQUIRED VENDOR'S INFORMATION:

1) Vendor must provide a sample of their work product with at least three (3) Texas References, preferably any work done for Counties, School Districts and Cities.

2) Rate/Premium Analysis - (Funding Projections) for Program Year 2007.
   (1ST Part Study should be completed within three to five weeks.)

3) Estimate a Reserve Analysis as of 12/31/06.
   (2nd Part Study to be completed no later than March 31, 2007).

PROJECT OVERVIEW:

Rates are to reflect a twelve (12) month period, so, as to coincide with our fiscal year of 1/01/07 to 12/31/07.

TERM OF CONTRACT:
An initial two (2) year term, with the County's option to renew an additional two (2) year term.

(08-09)

HIDALGO COUNTY WORKERS' COMPENSATION LOSS AND FUNDING PROJECTION STUDY:

1ST Part of Study

Report is to determine the rate/premium analysis for program year 2009.

(To be completed within two to four weeks as of _____).

2ND Part of Study

Report is to estimate a reserve analysis as of 12/31/2008.

(To be completed no later than March 31, 2009).

AI-10917 **22.H.1.**

BCAP - APPROVAL OF NEGOTIATED CONTRACT
CC REGULAR

Date: 09/09/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** CAP

Information

CAPTION

Presentation for discussion, consideration and approval of negotiated contract for the following;
a. C-CAP-08-015 Pct No 2 Professional Engineer Contract
b. C-CAP-08-016 Pct No 3 Professional Engineer Contract
c. C-CAP-08-022 Pct No 1 Construction Material Testing Contract
d. C-CAP-08-023 Pct No 2 Construction Material Testing Contract
e. C-CAP-08-023a Pct No 2 Construction Material Testing Contract
f. C-CAP-08-024 Pct No 3 Construction Material Testing Contract
g. C-CAP-08-025 Pct No 4 Construction Material Testing Contract

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

BCAP FUNDS ON AN AS NEEDED BASIS

See attached expenditure reports for possible funding sources.

Attachments

Link: JAVIER HINJOSA ENG
Link: R GUTIERREZ ENG
Link: L & G ENG PCT NO 1
Link: MILLENIUM PCT 2
Link: RABA KISTNER
Link: L & G PCT NO 3
Link: MILLENNIUM ENG PCT NO 4
Link: Expenditure Report
Link: Expenditure Report (2)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 05:27 PM	APRV
2	Budget & Management	Veronica Lopez	08/29/2008 07:47 AM	APRV
3	Veronica Lopez	Veronica Lopez	08/29/2008 08:32 AM	APRV
4	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Laura Moya

Started On: 08/28/2008 04:37 PM

Final Approval Date: 08/29/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-08-016-__-___

THIS AGREEMENT is made effective the _____ day of_____**2008**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **JAVIER HINOJOSA ENGINEERING,** professional engineers of McAllen, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct No 3 (hereinafter referred to as the **"Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

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

2.2 Classification of Services The **Owner** will furnish items and provide those services for the

Provided by the Owner, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **November 6, 2009** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in

Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

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

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

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

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

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

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

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

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

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

remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above and shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services identified in Article 2 and more partically described in Exhibit "B" attached hereto, the maximum amount payable by the Owner to the Engineer for services rendered by Engineer, subject to adjustment in accordance with Article 6.1 herein, will be provided in each Work Authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as

Special Services are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** as required by the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Agreement Rates**") specified in **EXHIBIT "D"** - ***Agreement Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and/or providing of additional copies (over 10) pf report; additional copies (over 10) of plans (Agreement drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment

(hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control

have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any Agreement documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

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

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

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

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

this Agreement or any Agreements or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's**

deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Agreement Rates** specified in

EXHIBIT "D", attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

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

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of Contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered

additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon

completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontractor or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor

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 Agreement.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in

confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products,

compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under Agreement with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any Agreement with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and

ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following:

that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**,

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

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the

Owner in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(1) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(2) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and

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

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept

any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all Contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER**:
Hidalgo County	**Javier Hinojosa Engineering**
Attn: Agapito Vargas	**Attn: Javier Hinojosa, PE**
301 East State Street	**416 E Dove Ave**

Pharr, Texas 78577 **McAllen, Texas 78504**

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

(f) The **Engineer** shall remain an independent Contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 200**8**.

ENGINEER: Javier Hinojosa Engineering

BY: _____
Javier Hinojosa, PE, Owner

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	- Scope of Services to be Provided by the Owner
EXHIBIT B	- Scope of Services to be provided by the Engineer
EXHIBIT C	- Work Schedule
EXHIBIT D	- Engineer's Agreement Rates
EXHIBIT D1	- Fee Breakdown
EXHIBIT E	- Work Authorization Form
EXHIBIT F	- Supplemental Agreement Form
EXHIBIT G	- Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may be on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Second Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.

4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or propos3ed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and

offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc...Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation

Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7. Additional documents. Right of Way Certification letter, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestone and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"

LABOR JAVIER HINOJOSA ENGINEER:

Job Description (NSPE Grade)	*Base Rate	Contract Rate**
Principal	54.55	120.00
Project Manager	35.45	78.00
Engineer Structural	35.45	78.00
Engineer Hydraulic/Civil	31.81	70.00
Engineer Civil	28.00	61.00
Resident Engineer (Construction)	27.27	60.00
Cost Engineer	n/a	60.00
Construction Inspector	22.72	50.00
CADD Operator	20.00	44.00
Secretary	15.91	35.00
Surveying	**Contract Rate	
RPLS	95.00	
Project Supervisor	76.00	
Survey Technician	60.00	
Abstractor	57.00	
2-Man Survey Crew	85.00	
3-Man Survey Crew	105.00	
4-Man Survey Crew	119.00	

Direct Labor = **100% *Base Rate=estimated raw salary without burden**
Overhead = **105% **These are the labor rates to be used to negotiate work**
Direct Labor + Overhead = **205% orders for excluded services, and/or additional work.**
Profit Rate % = **15%**

Multiplier = 2.2

MAXIMUM SUBCONTRACT LABOR RATES:

Job Description (NSPE Grade)	*Base Rate	***Contract Rate
Principle	54.55	120.00
Project Manager	35.45	78.00
Engineer Structural	35.45	78.00
Engineer Hydraulic/Civil	31.81	70.00
Engineer Civil	28.00	61.00
Resident Engineer (Construction)	27.27	60.00
Construction Inspector	22.72	50.00
CADD Operator	20.00	44.00
Secretary	15.91	35.00
Surveying	**Contract Rate	
RPLS	95.00	
Project Supervisor (SIT)	76.00	
Survey Technician	60.00	
Abstractor	57.00	
2-Man Survey Crew	85.00	
3-Man Survey Crew	105.00	
4-Man Survey Crew	119.00	

***These are the maximum labor rates to be negotiated for subcontracts.**

NON-LABOR:**

Mileage	*
Car Rental	*
Lodging (in state)	*
Meals	*
Air Travel	At cost
Overnight Carrier cost	$20/letter
Copies	$.10/ea
Bond Plots	$.75/sq. ft
Color Plots	$1.50/sq. ft
Mylar Plots	$1.60/sq. ft

****These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work. Other non-labor rates may be determined at time of negotiation.**

* Other non-labor rates may be determined at time of negotiation. At rates authorized for Hidalgo County Officials and approved by TXDOT.

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the Services attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the Fee as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	**$ 319,291.33**
Phase I	=	40% of the **Service Fee**
Phase II	=	40% of the **Service Fee**
Phase III	=	20% of the **Service Fee**

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-016- -
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _-_ _ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.___
Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
Javier Hinojosa Engineering

_____
By:_____
Javier Hinojosa, PE, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Estimated Cost Proposal

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on November 6, 2008; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on November 6, 2008.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

BY:_____
Javier Hinojosa, P.E. Owner

Address for Giving Notices:
416 E Dove Avenue
McAllen, Texas 78504

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"
CERTIFICATE OF INSURANCE

Policy Number:

Date Entered: 7/10/2008

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2008

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
JAVIER HINOJOSA ENGINEERING
JAVIER HINOJOSA
416 E. DOVE
MCALLEN, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL LLOYDS INSURANCE CO	
INSURER B: FARMERS INSURANCE EXCHANGE	
INSURER C: FARMERS INSURANCE EXCHANGE	
INSURER D: EVANSTON INSURANCE COMPANY	
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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	CP9002401-03	6/28/2008	6/28/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $EXCL $1,000,000 $EXCL
B		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	069398805	3/29/2008	3/29/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$500,000 $ $ $
		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	N0707-71-94	12/1/2007	12/1/2008	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$100,000 $100,000 $500,000
D		OTHER PROFESSIONAL LIABILITY	AE812316	12/4/2007	12/4/2008	PER CLAIM	$1,000,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARTA SALAZAR-PURCHASING DEPT
2812 S BUSINESS 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)

© ACORD CORPORATION 1988

Produced using Forms Boss Plus software. www.FormsBoss.com; Impressive Publishing 800-208-1977

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

B. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

D. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-08-015-_____-_____

THIS AGREEMENT is made effective the ____ day of_____**2008**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **R. GUTIERREZ ENGINEER CORPORATION,** professional engineers of Pharr, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct No 2 (hereinafter referred to as the **"Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

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

2.2 Classification of Services The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **November 6, 2009** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this

Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

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

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

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

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

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

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

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

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

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement

shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above and shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine

the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services identified in Article 2 and more partically described in Exhibit "B" attached hereto, the maximum amount payable by the Owner to the Engineer for services rendered by Engineer**,** subject to adjustment in accordance with Article 6.1 herein, will be provided in each Work Authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** as required by the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Agreement Rates**") specified in **EXHIBIT "D"** - ***Agreement Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and/or providing of additional copies (over 10) pf report; additional copies (over 10) of plans (Agreement drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports

in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be

made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any Agreement documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

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

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

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

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any Agreements or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and

approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this

Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Agreement Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

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

obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of Contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the

event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed,

sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign,

subcontractor or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor 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 Agreement.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and

improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under Agreement with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any Agreement with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors,

omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to

be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or

EXHIBIT "B", attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project**

without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages,

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

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other

indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(1) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(2) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of

liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of Agreement should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach

or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all Contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement

shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:
Hidalgo County
Attn: Agapito Vargas
301 East State Street
Pharr, Texas 78577

ENGINEER:
R. Gutierrez Engineering
Attn: Ramiro Gutierrez, P.E., President
130 East Park Avenue
Pharr, Texas 78577

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

(f) The **Engineer** shall remain an independent Contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation

express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 200**8**.

ENGINEER: R. GUTIERREZ Engineering

BY: _____
Ramiro Gutierrez, P.E., President

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	- Scope of Services to be Provided by the Owner
EXHIBIT B	- Scope of Services to be provided by the Engineer
EXHIBIT C	- Work Schedule
EXHIBIT D	- Engineer's Agreement Rates
EXHIBIT D1	- Fee Breakdown
EXHIBIT E	- Work Authorization Form
EXHIBIT F	- Supplemental Agreement Form
EXHIBIT G	- Certificate of Insurance *(Hidalgo County)*

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may be on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Second Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.

4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and

offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc...Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation

Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7. Additional documents. Right of Way Certification letter, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestone and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"

Engineers Agreement Rates

Position/Title	FY2008 Hourly Rate
Principal	**$282.92/HR**
Project Manager	**$202.09/HR**
Senior Engineer	**$145.50/HR**
Engineer	**$113.17/HR**
Graduate Engineer	**$97.00/HR**
Senior Engineer Tech	**$84.08/HR**
CADD-Design Technician	**$67.26/HR**
Clerical	**$61.44/HR**
Survey Crew	**$137.82/HR**

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the Services attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the Fee as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	**$381,197.23**
Phase I	=	40% of the **Service Fee**
Phase II	=	40% of the **Service Fee**
Phase III	=	20% of the **Service Fee**

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-015- -
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_____-_____-_____-_____-_____-_____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.___
Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
R. Gutierrez Engineering

_____
By:_____
R. Gutierrez, P.E., President

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number ____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on November 6, 2008; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on November 6, 2008.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
R. GUTIERREZ ENGINEERING

BY:_____
R. Gutierrez, P.E. President

Address for Giving Notices:
130 East Park Avenue
Pharr, Texas 78577

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"
CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 02/08/2008

PRODUCER
Valley Insurance Providers
PO Drawer 3783
McAllen TX 78502

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

INSURED
R GUTIERREZ ENGINEERING CORP.
130 E. Park
Pharr TX 78577

INSURERS AFFORDING COVERAGE

INSURER A: ZURICH NORTH AMERICA INSURANCE COMPANY
INSURER B: ZURICH NORTH AMERICA INSURANCE COMPANY
INSURER C: ASSOCIATED INTERNATIONAL INS. COMPANY
INSURER D: THE HARTFORD INSURANCE
INSURER E: LANDMARK AMERICAN INSURANCE COMPANY

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PAS 42735911	11/05/2007	11/05/2008	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	001287350-01	11/05/2007	11/05/2008	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	$ $ $
C	EXCESS LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	UEA21900064	11/05/2007	11/05/2008	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WEPK3153	11/05/2007	11/05/2008	WC STATU-TORY LIMITS X 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
E	OTHER PROFESSIONAL CLAIMS MADE FORM	LHR711493	11/05/2007	11/05/2008	LIMIT: $1,000,000 DEDUCTIBLE $5,000 APPLIES TO INDEMNITY AND EXPENSE	

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

Attn: Rosie

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

HIDALGO COUNTY
2802 South 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 0 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 VALLEY INSURANCE PROVIDERS

Sheila Rios

© ACORD CORPORATION 1988

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

B. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

D. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS

COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-CAP-08-022- -

THIS AGREEMENT is made effective the _____day of _____, 2008 by and between the **HIDALGO COUNTY, TEXAS,** ("County") **PRECINCT #1** and **L&G Engineering Laboratory, LLC**, a Texas limited liability corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for its Colonia Access Program projects;

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from professional engineers to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within County Precinct No. 1

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. Laboratory agrees to provide to County with the work described in Exhibit "A" attached hereto and entitled "Services to be Performed by the Laboratory." The County will provide to Laboratory the services described in Exhibit "B", "Services to be Performed by County."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate on December 31, 2009 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County to do so on a "work authorization" is issued.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 21 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of work, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for

the additional work at the same rate of pay established in Exhibit "C," "Basis for Payment." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County to Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as

agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the office of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within

established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that is an independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment The Engineer shall not assign subconstultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written subcontractor to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

12. Voluntary Termination. Laboratory and County agree that either party may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the other party.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the

Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

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

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Termination Date. Unless earlier terminated as herein provided, this Agreement shall terminate on December 31, 2009.

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

18. Termination by County. If Laboratory fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

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

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or

representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

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

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Agapito Vargas
301 East State Street
Pharr, Texas 78577

If to Laboratory: L&G Engineering Laboratory, LLC
2100 W. Expressway 83
Mercedes, TX. 78570

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

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

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

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

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Laboratory's Seal. All documents and data furnished by the Laboratory to the County shall bear and engineer's professional seal.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: L&G Engineering Laboratory, LLC

By: _____

Printed Name Jacinto Garza, PE

Title: CEO/President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical engineering services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct #1–Projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design engineer.
4) Review all material designs as requested by the OWNER and/or project design engineer.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Engineer in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Exhibit "C"
Engineers Rate

SCHEDULE OF FEES
CONSTRUCTION MATERIAL TESTING SERVICES-2008-2009
TEXAS DEPARTMENT OF TRANSPORTATION-BORDER COLONIA PROJECTS

		FY 2008	FY 2009
Soils Testing			
Moisture Content Determination	ASTM D2216 - Tex-103-E	$8.00/Ea.	$8.25/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$42.55/Ea.	$43.85/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$42.55/Ea.	$43.85/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$47.85/Ea.	$49.35/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$53.20/Ea.	$54.85/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$53.20/Ea.	$54.85/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$170.20/Ea.	$175.45/Ea.
Standard Proctor	ASTM D 698	$159.59/Ea.	$164.55/Ea.
Modified Proctor	ASTM D 1557	$170.20/Ea.	$175.45/Ea,
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$19.15/Ea.	$19.75/Ea.
Determination of Soil pH	Tex-128-E	$69.15/Ea.	$71.30/Ea.
Soil-Lime Testing	Tex-121-E	$106.40/Ea.	$109.70/Ea.
Resistivity of Soils	Tex-129-E	$90.40/Ea.	$93.20/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$47.90/Ea.	$49.35/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$58.50/Ea.	$60.30/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$186.20/Ea.	$191.95/Ea.
Coarse and Fine Aggregate Quality Testing			
Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$37.25/Ea.	$38.40/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$69.15/Ea.	$71.30/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$53.20/Ea.	$54.85/Ea.
Percent Voids/Solids in Conc. Aggr. *(In Conjunction w/ SSD Unit Wt of Aggregates)*	Tex-405-A	*$12.75/Ea.	$13.15/Ea.
Sand Equivalent	ASTM D 2419 - Tex-203-F	$58.50/Ea.	$60.30/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$69.15/Ea.	$71.30/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$37.25/Ea.	$38.40/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$12.75/Ea.	$13.15/Ea.
Concrete and Masonry Field and Laboratory Testing			
Slump Test	Tex-415-A	$15.95/Ea.	$16.45/Ea.
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$19.15/Ea.	$19.75/Ea.
Air Content (Volumetric)	ASTM C 173	$21.30/Ea.	$21.95/Ea.
Casting of Concrete Cylinders	ASTM C 31	$10.65/Ea.	$10.95/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$12.75/Ea.	$13.15/Ea.
Specimen Prep./Hold/Cure	ASTM C 192	$ 7.45/Ea.	$7.65/Ea.
Pavement Thickness / Asphalt Quality			
Coring – ACP Thickness	ASTM D 3549	$31.95/Ea.	$32.95/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$26.60/Ea.	$27.45/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.40/Ea.	$93.20/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$186.10/Ea.	$191.85/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$ 31.90/Ea.	$32.85/Ea.

Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-530-C	$ 79.75/Ea.	$82.20/Ea.

Personnel:	Engineer (Staff)	$134.95/hr.	$139.15/hr.
	Engineering Specialist	.$58.50/hr.	$60.30/hr.
	Technician (Logger)	$43.60/hr.	$44.95/hr.
	Technician (Concrete)	$43.60/hr.	$44.95/hr.
	Technician (Asphalt)	$43.60/hr.	$44.95/hr.
	Clerical (Adminst.-Reports)	$42.55/hr.	$43.85/hr.
	Technician (CAD)	$35.10/hr.	$36.20/hr.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:	Mileage	0.473/mi	0.488/mi

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

EXHIBIT "D"
HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-07-006-00-00
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.___ Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE)___ as indicated below and effective as of _____ day of _____, 2005.

THE ENGINEER:
L & G Engineer Laboratory

_____
By: _____
Type Name

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
L & G Engineering Laboratory

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

Certificate of Insurance

Client#: 11734 LGL)R

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	39357
INSURER B: Travelers Indemnity	25682
INSURER C: SOUTHERN VANGUARD INSURANCE COMPANY	
INSURER D: Steadfast Insurance Co.	26387
INSURER E:	

INSURED
L & G Engineering Laboratory LLC
2100 W Expressway 83
Mercedes, TX 78570

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	PACP2543B748TLC08	07/19/08	07/19/09	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)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$2,000,000
B		AUTOMOBILE LIABILITY	BA3052L0108	07/19/08	07/19/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	CUP7142Y40ATCT08	07/19/08	07/19/09	EACH OCCURRENCE	$1,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$1,000,000
							$
		DEDUCTIBLE					$
		X RETENTION $ 10000					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000267901	07/23/08	07/23/09	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
D		OTHER Professional	PEC9670605	07/19/08	07/19/09	$2,000,000 ea. Claim $2,000,000 Aggregate $10,000 ded. ea. Claim	

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

** Workers Comp Information **
Blanket Waiver of Subrogation

** Supplemental Name **
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Precinct #1
100 E. Cano 2nd Floor
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brian E. Lewis

© ACORD CORPORATION 1988

THE STATE OF TEXAS

COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-CAP-08-023a- -

THIS AGREEMENT is made effective the _____day of _____, 2008 by and between the **HIDALGO COUNTY, TEXAS,** ("County") **PRECINCT #2** and **Millennium Engineers Group, Inc.,** a Texas corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for its Colonia Access Program projects;

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from professional engineers to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within County Precinct No. 2

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. Laboratory agrees to provide to County with the work described in Exhibit "A" attached hereto and entitled "Services to be Performed by the Laboratory." The County will provide to Laboratory the services described in Exhibit "B", "Services to be Performed by County."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate on December 31, 2009 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County to do so on a "work authorization" is issued.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 21 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of work, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for

the additional work at the same rate of pay established in Exhibit "C," "Basis for Payment." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County and Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County to Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as

agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the office of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within

established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that is an independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written subcontractor to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

12. Voluntary Termination. Laboratory and County agree that either party may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the other party.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the

Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

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

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Termination Date. Unless earlier terminated as herein provided, this Agreement shall terminate on December 31, 2009.

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

18. Termination by County. If Laboratory fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

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

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or

representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

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

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: Millennium Engineers Group, Inc.
Attention: Raul Palma (P.E.)
705 Dawson Drive
P.O. Box 4569
Edinburg, Texas 78540-4569

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

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

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

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

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Laboratory's Seal. All documents and data furnished by the Laboratory to the County shall bear and engineer's professional seal.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: Millennium Engineers Group, Inc.

By: _____

Printed Name Raúl Palma

Title: President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical engineering services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct #2 Projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design engineer.
4) Review all material designs as requested by the OWNER and/or project design engineer.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Engineer in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time	$40.00/hr
Atterberg Limits (ASTM or TxDOT)	59.00/ea
Sieve Analysis	
Dry through No. 40 (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Percent Passing No. 200 Sieve	42.00/ea
Moisture Density Relationship	
ASTM D 698 (Standard Proctor)	175.00/ea
ASTM D 1557 (Modified Proctor)	185.00/ea
Tex 113-E (TxDOT Proctor)	185.00/ea
Nuclear Density Test (In conjunction with Inspection)	
ASTM D 2950 or Tex 115-E, Part II	22.00/ea
Depth Test	6.00/ea
Wet Ball Mill (Tex 116-E)	175.00/ea
Determination of Optimum Lime Content	
PI Method – (Max. 3 points)	275.00/ea
Tex 121-E - (Max. 3 points)	275.00/ea
PH Method - (Max. 3 points)	275.00/ea
Additional Points	75.00/ea
California Bearing Ratio (includes M/D Relationship & 3 specimens)	600.00/ea
Additional Specimens	150.00/ea
Moisture Content of Aggregates and Base(Small)	8.00/ea
Moisture Content of Aggregates and Base(Large)	35.00/ea
Linear Shrinkage (Tex 107-E)	65.00/ea
pH (TxDOT Tex 128-E)	70.00/ea
Resistivity of Soils (Tex 129-E)	85.00/ea
Specific Gravity	75.00/ea
Unit Weight (Loose or Dry)	45.00/ea
Soundness (5-cycle Magnesium)	425.00/ea

Bituminous Section

Material Preparation Time	$43.00/hr
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Sand Equivalent (ASTM D 2419 or Tex 203-F)	55.00/ea
Extraction of Bituminous Mixture, Percent Asphalt & Gradation	225.00/ea

Asphalt Cores (up to 3 inch depth and 4 inch dia.)(Min. 3 ea).....	55.00/ea
Additional Depth & Dia. (By Circumference Area)	.50/sq. in.
Thickness of Cores	15.00/ea
Theoretical Maximum Specific Gravity of Mixtures (Tex 227-F)	55.00/ea
Lab Density (Tex 207-F)(Lab Density).....	60.00/ea
Effect of Water on Bituminous Paving Mixtures (Tex 530-C)	75.00/ea
Hveem Stability	105.00/ea
Coring Rig	75.00/day
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve.....	42.00

Concrete Section

Material Preparation Time	$43.00/hr
Slump Test (In conjunction with Inspection)	
ASTM C 143 or Tex 415-A.....	18.00/ea
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (416-A)	20.00/ea
Volumetric (414-A)	35.00/ea
Casting of Concrete Cylinders (In conjunction with Inspection).....	10.00/ea
Concrete Cylinder Compressive Strength Test.....	16.00/ea
Strip & Hold Cylinder (In conjunction with pickup).....	10.00/ea
Concrete Beam Flexure Strength Test	
6x6x22 (Minimum of 2) (Delivered to Lab).....	30.00/ea
Strip & Hold Beam (In conjunction with pickup).....	10.00/ea
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	2.00/sq. in.
Sawing of Concrete Cylinders or Cores per end per specimen	25.00/ea
Thickness of Cores	15.00/ea
Coring Rig	75.00/day
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material PreparationTime.....	$43.00/hr
Grout Prism (Compression).....	20.00
Mortar Prism (Compression).....	20.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet	$18.00/LF
In Soil, 50 – 100 feet	20.50/LF
In Rock	By Quote
Non-Conventional Drilling.....	By Quote
Standard Penetration Test (in addition to drilling & sampling)	10.00/ea
Texas Cone Penetration Test (in addition to drilling & sampling)	20.00/ea
Shelby Tube Sampling	20.00/ea
Mobilization and Demobilization (In Rio Grande Valley).....	300.00/ea site
Mobilization and Demobilization (Outside the Rio Grande Valley).....	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote

Trip Charge For Logger	0.60/mile	
Standby Time, Rig plus 2 man crew	200.00/hr	Monitor
Well Installation	By Quote	
Technician To Log Soil Test Boring	48.00/hr	
Field Coordination		
Field Engineer	115.00/hr	
Utility Clearance	65.00/hr	
Flagman	40.00/hr	
Per Diem (If required)	Cost + 15%	
Unconfined Compression	40.00/ea	
Moisture Content (Small)	8.00/ea	Grout
Backfill	4.00/LF	
Dozer/Clearing	Cost + 15%	
Asphalt Pavement Coring	100.00/ea	
Concrete/Asphalt Patch	75.00/ea	

Technician Services

Engineering Technician Time (Min. 2 Hrs) Soil and Aggregate Sampling, Density Testing, Etc.	$40.00/hr
Concrete or Asphalt Engineering Technician Time (Min. 2 Hrs) Site Testing on Concrete Pours, Asphalt Field Placement, Etc.	43.00/hr
Senior Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Construction Inspection Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Engineering Specialist Time (Min. 2 Hrs) Pier Inspection, Pile Load Inspections, etc.	65.00/hr
Certified Welding Inspector (Min. 4 Hrs)	85.00/hr

Other Services

Vehicle Trip Charge (within 25 miles of lab office, Edinburg, TX)	$35.00/trip
Vehicle Trip Charge (beyond 25 miles of lab office)	0.60/mile
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2)	48.00/hr
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports	30.00/ea
Clerical/Administrative	40.00/hr
Fax	1.00/page
Photocopies	
8 ½" x 11"	0.12/page
8 ½" x 14"	0.15/page
11" x 17"	0.20/page
Microcomputers (PC)	5.00/hr

Professional Services

Principal Engineer	$125.00/hr

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided..... $65.00/hr

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel.

EXHIBIT "D"
HIDALGO COUNTY
Professional Construction Material Testing Engineering Services
Agreement #C-CAP-08-023a-00-00
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.___ Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE)___ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
Millennium Engineers Group, Inc.

_____
By: _____
Type Name

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Millennium Engineers Group, Inc.

BY:_____

Address for Giving Notices:
705 Dawson Drive
P.O. Box 4569
Edinburg, Texas 78540-4569

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2008

PRODUCER (201)262-1200 FAX (201)262-7810
Fenner & Esler Agency, Inc.
467 Kinderkamack Road
P. O. Box 60
Oradell, NJ 07649-0060

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

INSURED Millennium Engineers Group
PO Box 4569
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's of London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability Claims Made Form	W15IDN07PNPM	12/12/2007	12/12/2008	Per Claim Limit	$1,000,000
						Aggregate Limit	$1,000,000

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

CERTIFICATE HOLDER

Hidalgo County
2812 South 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Timothy Esler/JEAN

©ACORD CORPORATION 1988

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2008

PRODUCER
Sergio Rodriguez Insurance Agency
932-A W Nolana
Pharr, TX 78577

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

INSURED
Millennium Engineers Group, Inc.
705 Dawson Dr.
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CNA	
INSURER B: Farmers Insurance Group	
INSURER C: Hartford 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	B 2066374566	11/22/2007	11/22/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Each Occ.) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	069384508	07/22/2008	07/22/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$300,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA OTHER THAN AUTO ONLY: EA 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	72-WEC GY1 880	10/16/2007	10/16/2008	[X] WC Statutory Limits [ ] Other E.L. EACH ACCIDENT E.L. DISEASE - EA E.L. DISEASE - POLICY	 $100,000 $100,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS:
-Engineering Firm
-List of Scheduled Vehicles (Includes last six digits of VIN.): 1998 Chevrolet 218452, 1993 Toyota 116157, 2000 Nissan 421054 & 1999 Chevrolet Truck 164683

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL INSURE 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
Sergio Rodriguez

ACORD CORPORATION 1988

THE STATE OF TEXAS

COUNTY OF HIDALGO

CONTRACT FOR SERVICES

**C-CAP-08-023- - **

THIS AGREEMENT is made effective the _____day of _____, 2008 by and between the **HIDALGO COUNTY, TEXAS,** ("County") **PRECINCT #2** and **RABA-KISTNER CONSULTANTS, INC.**, a Texas corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for its Colonia Access Program projects;

WHEREAS, the County has determined that the services of a professional Laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from professional Laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within County Precinct No. 2

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. Laboratory agrees to provide to County with the work described in Exhibit "A" attached hereto and entitled "Services to be Performed by the Laboratory." The County will provide to Laboratory the services described in Exhibit "B", "Services to be Performed by County."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate on December 31, 2009 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County to do so on a "work authorization" is issued.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 21 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of work, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at

the same rate of pay established in Exhibit "C," "Basis for Payment." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as

agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the office of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within

established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that is an independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written subcontractor to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. Laboratory and County agree that either party may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the other party.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort

Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Termination Date. Unless earlier terminated as herein provided, this Agreement shall terminate on December 31, 2009.

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

18. Termination by County. If Laboratory fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

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

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein.

This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

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

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Agapito Vargas
301 E State Street

Pharr, Texas 78577

If to Laboratory: Raba-Kistner Consultants, Inc.
Attn: Mr. Martin Vila, P.E., F.A.S.C.E., Sr Vice President
800 E Hackberry
McAllen, Texas 78501

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

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

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

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

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: Raba-Kistner Consultants, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical Laboratory services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct #2 Projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Exhibit "C"

Laboratory Rate

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

ASPHALTIC CONCRETE

REFERENCE	FIELD SERVICES		
ASTM D 75	Sampling Raw Materials of Composite Mix		
	Technician Time	QT00	$ 41.60/hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature		
	Technician Time	Q401	$ 49.50/hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination		
	Technician Time	Q401	$ 49.50/hr
ASTM D 2950	Nuclear Density Test with Inspection	QOR5	$ 14.00/ea.
	Nuclear Density Test	Q0M0	$ 17.75/ea
	Coring (See Coring Fee Schedule)		

REFERENCE	LABORATORY SERVICES		
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	UBMH	$ 239.50/ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	UBMF	$ 122.75/ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens		
	Hveem or Marshall	UBW3	$ 53.75/set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test	UBJ0	$ 53.75/set
	a) Molded Specimen	UBW3	$ 53.75/set
	b) Asphalt Core (Technician Time)	Q411	$ 41.60/hr
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test		
	Hveem or Marshall (Hand Compactor)	UB6L	$ 56.25/set
	Hveem (Gyro Compactor)	UB6Q	$ 72.00/set
Asphalt Institute /ea	Corp of Engineers or FAA	QWZW	$ 1,843 .00
Manual and /ea	TxDOT Quality Control/Qualiy Assurance	QWZX	$ 1,843.00
TxDOT; /ea	TxDOT CMHB	UKV0	$ 2,619.00
Mix Designs /ea	TxDOT Calibration Mix and pans	WC1N	$ 308.00
/ea	TxDOT Black Base Design, Item 345	WC1P	$ 1,380.00
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	UB4B	$ 49.00/ea
TxDOT, TEX-203-F;	Sand Equivalent Test	UPL0	$ 76.00/ea

ASTM D 2419			
AASHTO TP 33	Fine Aggregate Angularity	WCNC	$ 47.50/ea
ASTM D 4791-95	Flat and Elongate Particle	UB6B	$ 47.50/ea
TxDOT, TEX-201-F; 7ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	UB5B	$ 40.50/ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	UBAB	$ 58.50/ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test)		
	Preparation Time	U002	$ 46.00/hr
	a) Magnesium - 5 Cycle	UB3S	$ 466.00/ea
	b) Sodium - 5 Cycle	UB3T	$ 415.00/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test)		
	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	UQR0	$ 180.00/ea
Asphalt Inst. SP-2 TxDOT, Item 3066 /ea AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity And Sieve Analysis) (Does Not Include TSR)	VREA	$ 5,694.00
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	UBSO	$ 98.25/ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test)		
	with Freeze/Thaw	VRE0	$ 494.00/ea
	without Freeze/Thaw	VRD0	$ 386.00/ea
TxDOT, TEX-208-F 134.00/set	Molding and Hveem	UB62	$
ASTM D 1559 126.00/set	Molding and Marshall	UB63	$

CEMENT TREATED BASE

REFERENCE	FIELD SERVICES		
PCA	Sampling Raw Materials for Mix Verification Technician Time	QT00	$ 41.60/hr
	Sampling Contractor Processed Material Technician Time	QT00	$ 41.60/hr

REFERENCE	LABORATORY SERVICES		
PCA	Molding Controlled Processed Material	VST5	$ 66.25/ea
	Unconfined Compressive Strength Testing	VSGR	$ 30.50/ea
	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles)	VS90	$ 567.00/set
	Mix Design		

PCA 1,127.00/ea. TxDOT, TEX-120-E	Mix Design – Cement Treated Base	VSRR	$

CHEMICAL ADMIXTURE

REFERENCE	LABORATORY SERVICES		
ASTM C 494 34.00/ea	Residue on Oven Drying	UK1V	$
ASTM C 494 17.00/ea	pH	UK0W	$
ASTM C 494 18.00/ea	Specific Gravity by Hydrometer	UK58	$
ASTM C 403 112.00/ea	Setting Time by Hydraulic Penetrometer	UKNY	$
ASTM C 494	Admixture Certification Program	UKFE	Upon Request
ASTM C 260	Admixture Certification Program	UKFE	Upon Request

CONCRETE

REFERENCE	FIELD SERVICES		
ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Tests, Measure Concrete Temperature, Cast Test Specimens and Transport Test Specimens to Laboratory Next Day		
	Technician Time	QT00	$ 41.60/hr
	Pick-Up of Test Specimens	Q055	$ 41.60/hr
	Standby Time	Q600	$ 41.60/hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)		
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	QFXE	$ 13.00/ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	QNL0	$ 23.75/ea
	c) "Hold " Cylinder (Additional Charge)	QGP0	$
8.75/ea	d) "Strip" Cylinder (Additional Charge)	QGY0	$
11.25/ea	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	QFXG	$ 15.50/ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	QFXG	$ 15.50/ea
	g) Dry Density - Concrete Cylinder	QGMH	$ 43.25/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	QMXC	$ 37.75/ea
	Air Content (In Conjunction with Sampling)		
ASTM C 231	a) Pressure	QBT0	$ 24.25/ea
ASTM C 173	b) Volumetric	QB40	$ 32.00/ea
AASHTO T 199 15.00/ea	c) Chase	QBE0	$
ASTM C 138	Unit Weight	QX00	$ 27.50/ea

ASTM C 143	Additional Slump Test	QGWA	$	19.25/ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time Technician Time	Q422	$	49.50/hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens - Technician Time	Q422	$	49.50/hr

REFERENCE LABORATORY SERVICES

ACI 211.1 290.50/ea	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confimatory Cylinders (Physical Properties Not Included)	VUR0	$	
ACI 211.1 (303.R) 450.00/ea	Architectural Mix Design	VAR0	$	
ACI 211.2 425.00/ea	Lightweight Structural Mix Design	VLR0	$	
ASTM C 270 375.00/ea	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	VMVT	$	
ASTM C 1202 253.00/set	Chloride Ion Permeability	QAOA	$	
ASTM C 39 26.00/ea	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	VGGK	$	
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	VT5B	$	44.00/ea
ASTM C 666 337.00/test	Freeze-Thaw Test	VGLV	$	
ASTM C 469	Determination of Young's Modulus of Elasticity	VGJB	$	80.00
ASTM C 803 82.00/hr	Windsor Probe (Includes Surface Preparation)	VGLW	$	
ASTM C 805 82.25/hr	Schmidt Rebound Number	VGLX	$	

CONCRETE AGGREGATES

REFERENCE FIELD SERVICES

ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	QT00	$	41.60/hr

REFERENCE LABORATORY SERVICES

ASTM C 566	Moisture Content	UQV0	$	8.75/ea
ASTM C 29; TxDOT, TEX-404-A	Unit Weight (Coarse or Fine)			
	a) Loose	UH9N	$	34.75/ea
	b) Rodded	UH9N	$	34.75/ea

ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	UB5B	$	40.50/ea
ASTM C 123 56.25/test	Lightweight Particles (Plus Cost of Materials)	UBMI	$	
	Absorption			
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	a) Normal Weight Aggregate (Coarse or Fine)	UHAQ	$	24.25/ea
	b) Lightweight Aggregate (Coarse)	UHAP	$	24.25/ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specification			
	a) Coarse, Per Sample	UH4J	$	43.25/ea
	b) Fine, Per Sample	UH4K	$	49.00/ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	UHI7	$	47.75/ea

CONCRETE AGGREGATES (Continued)

ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	UQR0	$	180.00/ea
ASTM C88; TxDOT, TEX-411-A 46.00/hr	Sulfate Soundness (Time and Test) Preparation Time	U002	$	
466.00/ea	a) Magnesium – 5 Cycle	UB3S	$	
415.00/ea	b) Sodium – 5 Cycle	UB3T	$	
ASTM C 117; ASTM C 29; ASTM C 127 ASTM C 128; 138.00/ea ASTM C 136; 180.00/ea ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A;	Physical Properties of Aggregates – Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Seive Analysis and Moisture Content (per Aggregate Type and Size) Conducted in Conjunction with Concrete Mix Design	VGR3	$	
	Conducted Separate from Concrete Mix Design	VG03	$	
ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	UH0U	$	36.75/ea

REFERENCE LABORATORY SERVICES

ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	UPL0	$	76.00/ea
ASTM C 142	Clay Lumps and Friable Particles	UHG0	$	54.00/ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	UH7P	$	54.00/ea
TxDOT, TEX 612-J 164.00/ea	Acid Insoluble Residue	UHB0	$	

CORING

REFERENCE	FIELD SERVICES		
ASTM C 42; ACI 318	Technician Time and Equipment		
	a) One Man	Q412	$ 49.50/hr
	b) Two Men	Q413	$ 88.50/hr
	c) Reinforcing Steel Detector	QK0N	$ 31.50/day
	d) Coring Rig	QKJY	$ 95.75/day
	e) Generator	QK0Z	$ 81.00/day
	Bit Wear		
	a) Limestone Aggregate	QD0L	$ 3.90/in.-in.
	b) Quartz Aggregate (River Gravel)	QDU0	$ 4.45/in.-in.

CORING (Continued)

REFERENCE	LABORATORY SERVICES		
ASTM C 42	Sawed Ends for Compressive Strength Tests		
	a) Limestone Aggregate	UL20	$ 1.05/sq.in.
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	QFXF	$ 20.25/ea
	Report Photographs		Cost
+15%			
	Laboratory Air-Dried Unit Weight	QXAF	$ 14.50/ea

PRECAST CONCRETE PLANT OBSERVATION

REFERENCE	FIELD SERVICES			
PCI MNL-117	Plant Observation – To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship			
	Materials Engineer			$
134.75/hr				
	Technician Time		Q423	$
53.00/hr				
	Cylinders	QFXE		$ 13.00/ea
	Job-Site Erection Observation – Technician Time		Q423	$
53.00/ea				

SOILS

REFERENCE	FIELD SERVICES		
ASTM D 75	Sampling Subgrade, Fill or Base		
	Technician Time	QT00	$ 41.60/hr
	In-Place Moisture-Density Tests		
	Technician Time	QT00	$ 41.60/hr
ASTM D 2922	Nuclear Density	Q0M0	$ 17.75/ea

ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	QUM0	$	67.50/ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)			
	Technician Time (Hourly Rate)	QT00	$	41.60/hr
	Proof Rolling Observation	QT04	$	41.60/hr
ASTM D 2922	Nuclear Density Tests with Observation	Q0R0	$	14.00/ea

SOILS (Continued)

REFERENCE	LABORATORY SERVICES			
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	UQV0	$	8.75/ea
	Atterberg Limits			
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	VRBG	$	70.75/ea
	Shrinkage Limit in Conjunction with Atterberg Limits			
ASTM D 427	a) Volumetric	WK2T	$	98.00/ea
	b) Linear (TxDOT, TEX-107-E)	WK2T	$	98.00/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis			
	a) Washed Through No. 40 (Up to 5 Sieves)	WKR5	$	47.75/ea
	b) Washed Through No. 200 (Up to 4 Sieves)	WKR4	$	79.75/ea
	c) Additional Sieves	WKRB	$	11.00/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	WKR8	$	47.75/ea
	Moisture-Density Relationship			
	Preparation Time	U001	$	44.50/hr
ASTM D 698; ASTM D 1557	ASTM	VRSF	$	194.75/ea
AASHTO T 99; AASHTO T 180	AASHTO	VRSF	$	194.75/ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	VRSQ	$	230.50/ea
MIL STD CE 55A	Corps of Engineers	VRSQ	$	230.50/ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	UQR0	$	180.00/ea
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	VRF1	$	761.50/set
	Each Additional Specimen	VRFD	$	175.50/ea
TxDOT, TEX-117-E	TxDOT Triaxial - Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens Part 1	VR62	$	1266.00/set
	Relationship and Up to Six Test Specimens Part 2	VR63	$	1162.00/set
	Each Additional Specimen	VR6D	$	142.00/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	UQ50	$	79.75/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	WKRQ	$	263.00/ea

ASTM D 2166	Unit Weight QX00	$	27.50/ea
TxDOT, TEX-116-E	Wet Ball Mill WK60	$	199.25/ea
TxDOT, TEX-107-E	Shrinkage Limit WK2T	$	98.00/ea

SOILS (Continued)

Water Content and Visual Classification.....W050	$	12.50/ea
Unconfined Compression (includes unit dry weight)		
a) Soil Shelby Tube Specimens.....VP7L	$	41.50/ea
b) Rock Core Specimens..... VN7L	$	45.00/ea
(1) Sawed Specimen Ends..... UL21	$	10.25/ea
Triaxial Compression		
a) Unconsolidated-Undrained.....WK16	$	76.00/ea
b) Unconsolidated-Undrained, Multistage.....WF46	$	263.00/ea
Direct Shear		
a) Unconsolidated-Undrained.....WK16	$	209.00/ea
b) Consolidated-Drained (Sand) .....WIIE	$	442.00/ea
Consolidated (Not Including Specific Gravity).....WKH0	$	544.00/ea
Swell Test		
a) Pressure Method.....WL0Y	$	285.00/ea
b) Free Swell.....WL0M	$	150.00/ea

CONSULTANTS AND COORDINATION

Principal Engineer	$167.50 to 280.00/hr.
Managing Engineer	$107.00 to 184.00/hr.
Laboratory Manager	$ 67.50 to 130.00/hr.
Staff Engineer (E.I.T.)	$84.00/hr to 150.00/hr.
Construction Services Manager	$67.50 to 130.00/hr.
Project Management/Coordination Time	$ 42.50 to 98.00/hr.
Outside Professional Services	Cost +15%
Additional Insured	$195.00/ea
Secretarial	$ 42.50 to 73.00/hr.
Word Processing	$ 42.50/hr.
Report Preparation and Administration	$ 42.50 to 73.00/hr.

ZONE CHART

Zone 0	$6.25/trip
Zone 1	$15.00/trip
Zone 2	$20.00/trip
Zone 3	$30.00/trip
Zone 4	$40.00/trip
Zone 5	$.95 per mile

EXHIBIT "D"
HIDALGO COUNTY
Professional Construction Material Testing Laboratory Services
Agreement #C-CAP-08-023-00-00
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratorys of_____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.___ Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE)___ as indicated below and effective as of _____ day of _____, 2008.

THE LABORATORY:
Raba-Kistner Consultants, Inc.

_____
By: _____
Type Name

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **2007** concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:
Raba-Kistner Consultants, Inc,.

BY:_____

Address for Giving Notices:
800 E Hackberry
McAllen, Texas 78501

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

Certificate of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/17/2008

PRODUCER

Catto & Catto
217 East Houston Street Suite 100
San Antonio TX 78205-2694

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

INSURERS AFFORDING COVERAGE — **NAIC #**

INSURED

Raba-Kistner Consultants Inc.
P.O. Box 690287
San Antonio TX 78269-0287

INSURER A: American Guarantee & Liability
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY**	CPO3994747	10/1/2007	10/1/2008	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
A	X	**AUTOMOBILE LIABILITY**	CPO3994747	10/1/2007	10/1/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[X] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		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 $					$
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	WC3994748	10/1/2007	10/1/2008	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

RE: Colina Access Program Projects
Hidalgo County is named as Additional Insured with reference to GL and Auto. Waiver of Subrogation is granted in favor of Hidalgo County with regard to all policies.

CERTIFICATE HOLDER

Hidalgo County Precinct 2
100 E. Cano St
2nd Floor
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE: Billy Ray Raba

©ACORD CORPORATION 1988

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.

Client#: 61595 22RABAKCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/21/2008

PRODUCER
Wortham Insurance & Risk Mgt
P.O. Box 795008
San Antonio, TX 78279
210 223-9171

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Raba-Kistner Consultants, Inc.
12821 W Golden Ln
San Antonio, TX 78249

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional	2990247	07/18/08	07/18/09	$2,000,000 ea. claim	
						$2,000,000 aggregate	
A		Excess Profession	0910298	07/18/08	07/18/09	$3,000,000 ea claim/agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Claims Made Coverage Form
Re: Colina Access Program Projects, Hidalgo County

CERTIFICATE HOLDER

Hildalgo County, Precinct 2
Attn: Laura
100 E. Cano St., 2nd Floor
Edinburg, TX 78539

CANCELLATION SEE BELOW & PAGE 2

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
Mike Thomas Jr.

© ACORD CORPORATION 1988

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.

CANCELLATION NOTICE

The CANCELLATION NOTICE on the CERTIFICATE OF INSURANCE is amended to include the following wording: The Insurance Companies may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Named Insured for: (1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

ADDITIONAL INSURED DISCLAIMER

Coverage for Additional Insureds can vary significantly from policy to policy and thus Additional Insured status does not guarantee protection for all losses. Coverage is subject to actual policy terms and conditions.

THE STATE OF TEXAS

COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-CAP-08-024- -

THIS AGREEMENT is made effective the _____day of _____, 2008 by and between the **HIDALGO COUNTY, TEXAS,** ("County") **PRECINCT #3** and **L&G Engineering Laboratory, LLC**, a Texas limited liability corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for its Colonia Access Program projects;

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from professional engineers to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within County Precinct No. 3

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. Laboratory agrees to provide to County with the work described in Exhibit "A" attached hereto and entitled "Services to be Performed by the Laboratory." The County will provide to Laboratory the services described in Exhibit "B", "Services to be Performed by County."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate on December 31, 2009 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County to do so on a "work authorization" is issued.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 21 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of work, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for

the additional work at the same rate of pay established in Exhibit "C," "Basis for Payment." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County and Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County to Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as

agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the office of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within

established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that is an independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment The Engineer shall not assign subconstultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written subcontractor to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

12. Voluntary Termination. Laboratory and County agree that either party may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the other party.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the

Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

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

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Termination Date. Unless earlier terminated as herein provided, this Agreement shall terminate on December 31, 2009.

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

18. Termination by County. If Laboratory fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

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

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or

representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

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

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
2812 S Business Hwy 281
Edinburg, Texas 78539

If to Laboratory: L&G Engineering Laboratory, LLC
2100 W. Expressway 83
Mercedes, TX. 78570

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

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

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

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

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Laboratory's Seal. All documents and data furnished by the Laboratory to the County shall bear and engineer's professional seal.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: L&G Engineering Laboratory, LLC

By: _____

Printed Name Jacob Garza P.E.

Title: President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical engineering services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct # 3 –Projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design engineer.
4) Review all material designs as requested by the OWNER and/or project design engineer.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Engineer in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Exhibit "C"
Engineers Rate

SCHEDULE OF FEES
CONSTRUCTION MATERIAL TESTING SERVICES-2008-2009
TEXAS DEPARTMENT OF TRANSPORTATION-BORDER COLONIA PROJECTS

		FY 2008	FY 2009
Soils Testing			
Moisture Content Determination	ASTM D2216 - Tex-103-E	$8.00/Ea.	$8.25/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$42.55/Ea.	$43.85/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$42.55/Ea.	$43.85/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$47.85/Ea.	$49.35/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$53.20/Ea.	$54.85/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$53.20/Ea.	$54.85/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$170.20/Ea.	$175.45/Ea.
Standard Proctor	ASTM D 698	$159.59/Ea.	$164.55/Ea.
Modified Proctor	ASTM D 1557	$170.20/Ea.	$175.45/Ea,
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$19.15/Ea.	$19.75/Ea.
Determination of Soil pH	Tex-128-E	$69.15/Ea.	$71.30/Ea.
Soil-Lime Testing	Tex-121-E	$106.40/Ea.	$109.70/Ea.
Resistivity of Soils	Tex-129-E	$90.40/Ea.	$93.20/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$47.90/Ea.	$49.35/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$58.50/Ea.	$60.30/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$186.20/Ea.	$191.95/Ea.
Coarse and Fine Aggregate Quality Testing			
Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$37.25/Ea.	$38.40/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$69.15/Ea.	$71.30/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$53.20/Ea.	$54.85/Ea.
Percent Voids/Solids in Conc. Aggr. ***(In Conjunction w/ SSD Unit Wt of Aggregates)**	Tex-405-A	*$12.75/Ea.	$13.15/Ea.
Sand Equivalent	ASTM D 2419 - Tex-203-F	$58.50/Ea.	$60.30/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$69.15/Ea.	$71.30/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$37.25/Ea.	$38.40/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$12.75/Ea.	$13.15/Ea.
Concrete and Masonry Field and Laboratory Testing			
Slump Test	Tex-415-A	$15.95/Ea.	$16.45/Ea.
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$19.15/Ea.	$19.75/Ea.
Air Content (Volumetric)	ASTM C 173	$21.30/Ea.	$21.95/Ea.
Casting of Concrete Cylinders	ASTM C 31	$10.65/Ea.	$10.95/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$12.75/Ea.	$13.15/Ea.
Specimen Prep./Hold/Cure	ASTM C 192	$ 7.45/Ea.	$7.65/Ea.
Pavement Thickness / Asphalt Quality			
Coring – ACP Thickness	ASTM D 3549	$31.95/Ea.	$32.95/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$26.60/Ea.	$27.45/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.40/Ea.	$93.20/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$186.10/Ea.	$191.85/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$ 31.90/Ea.	$32.85/Ea.

Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-530-C	$ 79.75/Ea.	$82.20/Ea.

Personnel:	Engineer (Staff)	$134.95/hr.	$139.15/hr.
	Engineering Specialist	.$58.50/hr.	$60.30/hr.
	Technician (Logger)	$43.60/hr.	$44.95/hr.
	Technician (Concrete)	$43.60/hr.	$44.95/hr.
	Technician (Asphalt)	$43.60/hr.	$44.95/hr.
	Clerical (Adminst.-Reports)	$42.55/hr.	$43.85/hr.
	Technician (CAD)	$35.10/hr.	$36.20/hr.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:	Mileage	0.473/mi	0.488/mi

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

EXHIBIT "D"
HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-07-006-00-00
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.___ Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE)___ as indicated below and effective as of _____ day of _____, 2005.

THE ENGINEER:
L & G Engineer Laboratory

_____
By: _____
Type Name

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
L & G Engineering Laboratory

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

Certificate of Insurance

Client#: 11734 LGL JR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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

INSURED
L & G Engineering Laboratory LLC
2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	39357
INSURER B: Travelers Indemnity	25682
INSURER C: SOUTHERN VANGUARD INSURANCE COMPANY	
INSURER D: Steadfast Insurance Co.	26387
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	PACP2543B748TLC08	07/19/08	07/19/09	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)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
B		AUTOMOBILE LIABILITY	BA3052L0108	07/19/08	07/19/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	CUP7142Y40ATCT08	07/19/08	07/19/09	EACH OCCURRENCE	$1,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$1,000,000
		[ ] DEDUCTIBLE					$
		[X] RETENTION $ 10000					$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000267901	07/23/08	07/23/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
D		OTHER Professional	PEC9670605	07/19/08	07/19/09	$2,000,000 ea. Claim $2,000,000 Aggregate $10,000 de. ea. Claim	

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

** Workers Comp Information **
Blanket Waiver of Subrogation

** Supplemental Name **
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Precinct #3
100 E. Cano, 2nd Floor
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

THE STATE OF TEXAS

COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-CAP-08-025- -

THIS AGREEMENT is made effective the _____ day of _____, 2008 by and between the **HIDALGO COUNTY, TEXAS,** ("County") **PRECINCT #4** and **Millennium Engineers Group, Inc.** a Texas corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for its Colonia Access Program projects;

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from professional engineers to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within County Precinct No. 4

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. Laboratory agrees to provide to County with the work described in Exhibit "A" attached hereto and entitled "Services to be Performed by the Laboratory." The County will provide to Laboratory the services described in Exhibit "B", "Services to be Performed by County."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate on December 31, 2009 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County to do so on a "work authorization" is issued.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 21 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of work, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for

the additional work at the same rate of pay established in Exhibit "C," "Basis for Payment." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County to Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as

agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the office of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within

agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the office of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within

established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that is an independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment The Engineer shall not assign subconstultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written subcontractor to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

12. Voluntary Termination. Laboratory and County agree that either party may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the other party.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the

Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

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

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Termination Date. Unless earlier terminated as herein provided, this Agreement shall terminate on December 31, 2009.

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

18. Termination by County. If Laboratory fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

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

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or

representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

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

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: Millennium Engineers Group, Inc.
Attention: Raul Palma (P.E.)
705 Dawson Drive
P.O. Box 4569
Edinburg, Texas 78540-4569

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

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

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

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

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Laboratory's Seal. All documents and data furnished by the Laboratory to the County shall bear and engineer's professional seal.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: Millennium Engineers Group, Inc.

By: _____

Printed Name Raul Palma

Title: President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical engineering services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct #4 Projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design engineer.
4) Review all material designs as requested by the OWNER and/or project design engineer.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Engineer in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Exhibit "C"

ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time	$40.00/hr
Atterberg Limits (ASTM or TxDOT)	59.00/ea
Sieve Analysis	
Dry through No. 40 (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Percent Passing No. 200 Sieve	42.00/ea
Moisture Density Relationship	
ASTM D 698 (Standard Proctor)	175.00/ea
ASTM D 1557 (Modified Proctor)	185.00/ea
Tex 113-E (TxDOT Proctor)	185.00/ea
Nuclear Density Test (In conjunction with Inspection)	
ASTM D 2950 or Tex 115-E, Part II	22.00/ea
Depth Test	6.00/ea
Wet Ball Mill (Tex 116-E)	175.00/ea
Determination of Optimum Lime Content	
PI Method – (Max. 3 points)	275.00/ea
Tex 121-E - (Max. 3 points)	275.00/ea
PH Method - (Max. 3 points)	275.00/ea
Additional Points	75.00/ea
California Bearing Ratio (includes M/D Relationship & 3 specimens)	600.00/ea
Additional Specimens	150.00/ea
Moisture Content of Aggregates and Base(Small)	8.00/ea
Moisture Content of Aggregates and Base(Large)	35.00/ea
Linear Shrinkage (Tex 107-E)	65.00/ea
pH (TxDOT Tex 128-E)	70.00/ea
Resistivity of Soils (Tex 129-E)	85.00/ea
Specific Gravity	75.00/ea
Unit Weight (Loose or Dry)	45.00/ea
Soundness (5-cycle Magnesium)	425.00/ea

Bituminous Section

Material Preparation Time	$43.00/hr
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Sand Equivalent (ASTM D 2419 or Tex 203-F)	55.00/ea
Extraction of Bituminous Mixture, Percent Asphalt & Gradation	225.00/ea

Asphalt Cores (up to 3 inch depth and 4 inch dia.)(Min. 3 ea).....	55.00/ea
Additional Depth & Dia. (By Circumference Area)	.50/sq. in.
Thickness of Cores	15.00/ea
Theoretical Maximum Specific Gravity of Mixtures (Tex 227-F)	55.00/ea
Lab Density (Tex 207-F)(Lab Density).....	60.00/ea
Effect of Water on Bituminous Paving Mixtures (Tex 530-C)	75.00/ea
Hveem Stability	105.00/ea
Coring Rig	75.00/day
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve.....	42.00

Concrete Section

Material Preparation Time	$43.00/hr
Slump Test (In conjunction with Inspection)	
ASTM C 143 or Tex 415-A.....	18.00/ea
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (416-A)	20.00/ea
Volumetric (414-A)	35.00/ea
Casting of Concrete Cylinders (In conjunction with Inspection).....	10.00/ea
Concrete Cylinder Compressive Strength Test.....	16.00/ea
Strip & Hold Cylinder (In conjunction with pickup).....	10.00/ea
Concrete Beam Flexure Strength Test	
6x6x22 (Minimum of 2) (Delivered to Lab).....	30.00/ea
Strip & Hold Beam (In conjunction with pickup).....	10.00/ea
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	2.00/sq. in.
Sawing of Concrete Cylinders or Cores per end per specimen	25.00/ea
Thickness of Cores	15.00/ea
Coring Rig	75.00/day
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material PreparationTime.....	$43.00/hr
Grout Prism (Compression).....	20.00
Mortar Prism (Compression).....	20.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet	$18.00/LF
In Soil, 50 – 100 feet	20.50/LF
In Rock	By Quote
Non-Conventional Drilling.....	By Quote
Standard Penetration Test (in addition to drilling & sampling)	10.00/ea
Texas Cone Penetration Test (in addition to drilling & sampling)	20.00/ea
Shelby Tube Sampling	20.00/ea
Mobilization and Demobilization (In Rio Grande Valley).....	300.00/ea site
Mobilization and Demobilization (Outside the Rio Grande Valley).....	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote

Trip Charge For Logger	0.60/mile
Standby Time, Rig plus 2 man crew	200.00/hr Monitor
Well Installation	By Quote
Technician To Log Soil Test Boring	48.00/hr
Field Coordination	
Field Engineer	115.00/hr
Utility Clearance	65.00/hr
Flagman	40.00/hr
Per Diem (If required)	Cost + 15%
Unconfined Compression	40.00/ea
Moisture Content (Small)	8.00/ea Grout
Backfill	4.00/LF
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring	100.00/ea
Concrete/Asphalt Patch	75.00/ea

Technician Services

Engineering Technician Time (Min. 2 Hrs) Soil and Aggregate Sampling, Density Testing, Etc.	$40.00/hr
Concrete or Asphalt Engineering Technician Time (Min. 2 Hrs) Site Testing on Concrete Pours, Asphalt Field Placement, Etc.	43.00/hr
Senior Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Construction Inspection Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Engineering Specialist Time (Min. 2 Hrs) Pier Inspection, Pile Load Inspections, etc.	65.00/hr
Certified Welding Inspector (Min. 4 Hrs)	85.00/hr

Other Services

Vehicle Trip Charge (within 25 miles of lab office, Edinburg, TX)	$35.00/trip
Vehicle Trip Charge (beyond 25 miles of lab office)	0.60/mile
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2)	48.00/hr
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports	30.00/ea
Clerical/Administrative	40.00/hr
Fax	1.00/page
Photocopies	
8 ½" x 11"	0.12/page
8 ½" x 14"	0.15/page
11" x 17"	0.20/page
Microcomputers (PC)	5.00/hr

Professional Services

Principal Engineer	$125.00/hr

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided..... $65.00/hr

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel.

EXHIBIT "D"
HIDALGO COUNTY
Professional Construction Material Testing Engineering Services
Agreement #C-CAP-08-025-00-00
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.___ Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE)___ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
Millennium Engineers Group, Inc.

_____
By: _____
Type Name

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Millennium Engineers Group, Inc.

BY:_____

Address for Giving Notices:
705 Dawson Drive
P.O. Box 4569
Edinburg, Texas 78540-4569

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/06/2008

PRODUCER (201)262-1200 FAX (201)262-7810
Fenner & Esler Agency, Inc.
467 Kinderkamack Road
P. O. Box 60
Oradell, NJ 07649-0060

INSURED Millennium Engineers Group
PO Box 4569
Edinburg, TX 78540

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's of London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability Claims Made Form	W15IDN07PNPM	12/12/2007	12/12/2008	Per Claim Limit	$1,000,000
						Aggregate Limit	$1,000,000

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

CERTIFICATE HOLDER

Hidalgo County
2812 South 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Timothy Esler/JEAN

©ACORD CORPORATION 1988

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/06/2008

PRODUCER
Sergio Rodriguez Insurance Agency
932-A W Nolana
Pharr, TX 78577

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

INSURED
Millennium Engineers Group, Inc.
705 Dawson Dr.
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CNA	
INSURER B: Farmers Insurance Group	
INSURER C: Hartford 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	B 2066374566	11/22/2007	11/22/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Each Occ.) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	069384508	07/22/2008	07/22/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$300,000 $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA OTHER THAN AUTO ONLY: EA 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	72-WEC GY1 880	10/16/2007	10/16/2008	[X] WC Statutory Limits [ ] Other E.L. EACH ACCIDENT E.L. DISEASE - EA E.L. DISEASE - POLICY	 $100,000 $100,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS:
-Engineering Firm
-List of Scheduled Vehicles (Includes last six digits of VIN.): 1998 Chevrolet 218452, 1993 Toyota 116157, 2000 Nissan 421054 & 1999 Chevrolet Truck 164683

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL INSURE 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
Sergio Rodriguez

ACORD CORPORATION 1988

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-121-148-0-339	PCT.1-HARMEL-OTHER PROF SRV	.00	319.12	.00	.00	319.12	.00
8-1310-431-00-121-175-0-339	PCT.1-V&C/R.CAVAZOS-OTHER PROF SRV	.00	1,465.93	.00	.00	1,465.93	.00
8-1310-431-00-121-175-0-731	PCT.1-V&C/R.CAVAZOS-ROADS	.00	1,587.94	.00	.00	1,587.94	.00
8-1310-431-00-121-344-0-731	PCT.1-AGUA DULCE/PALM-ROADS	.00	3,837.67	.00	.00	3,837.67	.00
8-1310-431-00-121-345-0-731	PCT.1-AGUA DULCE/EBONY-ROADS	.00	2,961.63	.00	.00	2,961.63	.00
8-1310-431-00-121-347-0-731	PCT.1-BAR 7-ROADS	.00	1,246.37	.00	.00	1,246.37	.00
8-1310-431-00-121-380-0-731	PCT.1-MESQUITE 1-ROADS	.00	6,189.75	.00	.00	6,189.75	.00
8-1310-431-00-121-393-0-731	PCT.1-R C BABB 4-ROADS	.00	349.42	.00	.00	349.42	.00
8-1310-431-00-121-394-0-312	PCT.1-RAMOSVILLE-INDIRECT COST	.00	1,002.12	.00	.00	1,002.12	.00
8-1310-431-00-121-394-0-334	PCT.1-RAMOSVILLE-ENG&ARCH SRV	.00	266.50	.00	.00	266.50	.00
8-1310-431-00-121-394-0-339	PCT.1-RAMOSVILLE-OTHER PROF SRV	.00	751.59	.00	.00	751.59	.00
8-1310-431-00-121-394-0-731	PCT.1-RAMOSVILLE-ROADS	.00	23,032.79	.00	.00	23,032.79	.00
8-1310-431-00-121-397-0-312	PCT.1-SAENZ-INDIRECT COST	.00	7.65	.00	.00	7.65	.00
8-1310-431-00-121-397-0-334	PCT.1-SAENZ-ENG&ARCH SRV	.00	403.10	.00	.00	403.10	.00
8-1310-431-00-121-397-0-339	PCT.1-SAENZ-OTHER PROF SRV	.00	1,068.69	.00	.00	1,068.69	.00
8-1310-431-00-121-397-0-731	PCT.1-SAENZ-ROADS	.00	30,958.35	.00	.00	30,958.35	.00
8-1310-431-00-121-400-0-312	PCT.1-SUNRISE-INDIRECT COST	.00	2,244.41	.00	.00	2,244.41	.00
8-1310-431-00-121-400-0-339	PCT.1-SUNRISE-OTHER PROF SRV	.00	1,149.37	.00	.00	1,149.37	.00
8-1310-431-00-121-400-0-731	PCT.1-SUNRISE-ROADS	.00	6,136.65	.00	.00	6,136.65	.00
8-1310-431-00-121-401-0-312	PCT.1-SUNRISE HILL/J.OLIVAREZ-INDIRECT C	.00	2,201.80	.00	.00	2,201.80	.00
8-1310-431-00-121-401-0-334	PCT.1-SUNRISE HILL/J.OLIVAREZ-ENG&ARCH S	.00	571.06	.00	.00	571.06	.00
8-1310-431-00-121-401-0-339	PCT.1-SUNRISE HILL/J.OLIVAREZ-OTHER PROF	.00	1,591.14	.00	.00	1,591.14	.00
8-1310-431-00-121-401-0-731	PCT.1-SUNRISE HILL/J.OLIVAREZ-ROADS	.00	50,674.28	.00	.00	50,674.28	.00
8-1310-431-00-121-402-0-312	PCT.1-SUNRISE HILL/R.GUERRA-INDIRECT COS	.00	1,868.50	.00	.00	1,868.50	.00
8-1310-431-00-121-402-0-334	PCT.1-SUNRISE HILL/R.GUERRA-ENG&ARCH SRV	.00	506.88	.00	.00	506.88	.00
8-1310-431-00-121-402-0-339	PCT.1-SUNRISE HILL/R.GUERRA-OTHER PROF S	.00	1,253.35	.00	.00	1,253.35	.00
8-1310-431-00-121-402-0-731	PCT.1-SUNRISE HILL/R.GUERRA-ROADS	.00	43,066.97	.00	.00	43,066.97	.00
8-1310-431-00-121-403-0-312	PCT.1-SUNRISE HILL/R.GONZALEZ-INDIRECT C	.00	1,868.50	.00	.00	1,868.50	.00
8-1310-431-00-121-403-0-334	PCT.1-SUNRISE HILL/R.GONZALEZ-ENG&ARCH S	.00	506.88	.00	.00	506.88	.00
8-1310-431-00-121-403-0-339	PCT.1-SUNRISE HILL/R.GONZALEZ-OTHER PROF	.00	1,253.35	.00	.00	1,253.35	.00
8-1310-431-00-121-403-0-731	PCT.1-SUNRISE HILL/R.GONZALEZ-ROADS	.00	43,066.97	.00	.00	43,066.97	.00
8-1310-431-00-121-404-0-312	PCT.1-TROPICAL FARMS/SAMOA-INDIRECT COST	.00	3,064.34	.00	.00	3,064.34	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-121-404-0-334	PCT.1-TROPICAL FARMS/SAMOA-ENG&ARCH SRV	.00	2,237.28	.00	.00	2,237.28	.00
8-1310-431-00-121-404-0-339	PCT.1-TROPICAL FARMS/SAMOA-OTHER PROF SR	.00	1,750.54	.00	.00	1,750.54	.00
8-1310-431-00-121-404-0-731	PCT.1-TROPICAL FARMS/SAMOA-ROADS	.00	44,225.96	.00	.00	44,225.96	.00
8-1310-431-00-121-405-0-312	PCT.1-TROPICAL FARMS/TAHITI-INDIRECT COS	.00	3,064.37	.00	.00	3,064.37	.00
8-1310-431-00-121-405-0-339	PCT.1-TROPICAL FARMS/TAHITI-OTHER PROF S	.00	1,379.08	.00	.00	1,379.08	.00
8-1310-431-00-121-405-0-731	PCT.1-TROPICAL FARMS/TAHITI-ROADS	.00	34,932.73	.00	.00	34,932.73	.00
8-1310-431-00-121-412-0-731	PCT.1-VILLA VERDE/BOUGANVILLEA-ROADS	.00	2,287.97	.00	.00	2,287.97	.00
8-1310-431-00-121-413-0-731	PCT.1-VILLA VERDE/CLAVEL-ROADS	.00	1,573.19	.00	.00	1,573.19	.00
8-1310-431-00-121-414-0-731	PCT.1-VILLA VERDE/PETUNIA-ROADS	.00	5,715.60	.00	.00	5,715.60	.00
8-1310-431-00-121-415-0-731	PCT.1-VILLA VERDE/24TH-ROADS	.00	930.78	.00	.00	930.78	.00
8-1310-431-00-121-416-0-731	PCT.1-VILLA VERDE/25TH-ROADS	.00	909.25	.00	.00	909.25	.00
8-1310-431-00-121-417-0-731	PCT.1-VILLA VERDE/TULIPANA-ROADS	.00	1,497.61	.00	.00	1,497.61	.00
8-1310-431-00-121-426-0-339	PCT.1-ELIZABETH-OTHER PROF SRV	.00	289.43	.00	.00	289.43	.00
8-1310-431-00-121-437-0-731	PCT.1-BLANCA HEIGHTS-ROADS	.00	3,385.35	.00	.00	3,385.35	.00
8-1310-431-00-121-441-0-731	PCT.1-LA MESA-ROADS	.00	14,026.77	.00	.00	14,026.77	.00
8-1310-431-00-121-442-0-731	PCT.1-LA PALMA 1-ROADS	.00	3,511.08	.00	.00	3,511.08	.00
8-1310-431-00-121-446-0-731	PCT.1-LA QUINTA EST 2-ROADS	.00	2,323.09	.00	.00	2,323.09	.00
8-1310-431-00-121-447-0-731	PCT.1-LLANO GRANDE/LANTANA-ROADS	.00	4,685.32	.00	.00	4,685.32	.00
8-1310-431-00-121-449-0-731	PCT.1-LLANO GRANDE/PALMETTO-ROADS	.00	2,437.57	.00	.00	2,437.57	.00
8-1310-431-00-122-070-0-334	PCT.2-COUNTRY LIVING-ENG&ARCH SRV	.00	110.40	.00	.00	110.40	.00
8-1310-431-00-122-070-0-731	PCT.2-COUNTRY LIVING-ROADS	.00	7.00	.00	.00	7.00	.00
8-1310-431-00-122-072-0-339	PCT.2-PALMAS/JESINIA-OTHER PROF SRV	.00	1,332.17	.00	.00	1,332.17	.00
8-1310-431-00-122-073-0-312	PCT.2-LOPEZVILLE/KENNEDY-INDIRECT COST	.00	297.94	.00	.00	297.94	.00
8-1310-431-00-122-073-0-339	PCT.2-LOPEZVILLE/KENNEDY-OTHER PROF SRV	.00	2,726.56	.00	.00	2,726.56	.00
8-1310-431-00-122-073-0-731	PCT.2-LOPEZVILLE/KENNEDY-ROADS	.00	2,781.78	.00	.00	2,781.78	.00
8-1310-431-00-122-074-0-339	PCT.2-LOPEZVILLE/PUEBLO-OTHER PROF SRV	.00	1,817.43	.00	.00	1,817.43	.00
8-1310-431-00-122-075-0-339	PCT.2-LOPEZVILLE/WATER-OTHER PROF SRV	.00	3,782.71	.00	.00	3,782.71	.00
8-1310-431-00-122-075-0-731	PCT.2-LOPEZVILLE/WATER-ROADS	.00	1,254.55	.00	.00	1,254.55	.00
8-1310-431-00-122-076-0-339	PCT.2-LOPEZVILLE/CHURCH-OTHER PROF SRV	.00	2,257.79	.00	.00	2,257.79	.00
8-1310-431-00-122-077-0-339	PCT.2-PRIMAVERA 2/JENICA E-OTHER PROF SR	.00	2,002.44	.00	.00	2,002.44	.00
8-1310-431-00-122-077-0-731	PCT.2-PRIMAVERA 2/JENICA E-ROADS	.00	8,566.04	.00	.00	8,566.04	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-122-078-0-339	PCT.2-PRIMAVERA 2/JENICA W-OTHER PROF SR	.00	2,909.21	.00	.00	2,909.21	.00
8-1310-431-00-122-078-0-731	PCT.2-PRIMAVERA 2/JENICA W-ROADS	.00	10,902.41	.00	.00	10,902.41	.00
8-1310-431-00-122-079-0-339	PCT.2-PRIMAVERA 2/JESSICA-OTHER PROF SRV	.00	2,071.97	.00	.00	2,071.97	.00
8-1310-431-00-122-079-0-731	PCT.2-PRIMAVERA 2/JESSICA-ROADS	.00	5,718.36	.00	.00	5,718.36	.00
8-1310-431-00-122-080-0-339	PCT.2-PRIMAVERA 2/ROSIE-OTHER PROF SRV	.00	1,766.86	.00	.00	1,766.86	.00
8-1310-431-00-122-080-0-731	PCT.2-PRIMAVERA 2/ROSIE-ROADS	.00	6,125.36	.00	.00	6,125.36	.00
8-1310-431-00-122-490-0-339	PCT.2-ALAMO ORCHARDS-OTHER PROF SRV	.00	2,410.09	.00	.00	2,410.09	.00
8-1310-431-00-122-490-0-731	PCT.2-ALAMO ORCHARDS-ROADS	.00	591.08	.00	.00	591.08	.00
8-1310-431-00-122-496-0-334	PCT.2-CAMPO ALTO/VISTA CIR E-ENG&ARCH SR	.00	887.00	.00	.00	887.00	.00
8-1310-431-00-122-496-0-339	PCT.2-CAMPO ALTO/VISTA CIR E-OTHER PROF	.00	1,375.15	.00	.00	1,375.15	.00
8-1310-431-00-122-496-0-731	PCT.2-CAMPO ALTO/VISTA CIR E-ROADS	.00	12,901.82	.00	.00	12,901.82	.00
8-1310-431-00-122-497-0-334	PCT.2-CAMPO ALTO/VISTA CIR W-ENG&ARCH SR	.00	887.00	.00	.00	887.00	.00
8-1310-431-00-122-497-0-339	PCT.2-CAMPO ALTO/VISTA CIR W-OTHER PROF	.00	1,883.90	.00	.00	1,883.90	.00
8-1310-431-00-122-497-0-731	PCT.2-CAMPO ALTO/VISTA CIR W-ROADS	.00	13,778.33	.00	.00	13,778.33	.00
8-1310-431-00-122-520-0-312	PCT.2-PLUMOSA VILLAGE-INDIRECT COST	.00	2,300.12	.00	.00	2,300.12	.00
8-1310-431-00-122-520-0-334	PCT.2-PLUMOSA VILLAGE-ENG&ARCH SRV	.00	8,050.00	.00	.00	8,050.00	.00
8-1310-431-00-122-520-0-339	PCT.2-PLUMOSA VILLAGE-OTHER PROF SRV	.00	2,972.10	.00	.00	2,972.10	.00
8-1310-431-00-122-520-0-731	PCT.2-PLUMOSA VILLAGE-ROADS	.00	75,900.00	.00	.00	75,900.00	.00
8-1310-431-00-122-520-0-899	PCT.2-PLUMOSA VILLAGE-UNDIST	.00	8,185.10	.00	.00	8,185.10	.00
8-1310-431-00-122-535-0-334	PCT.2-S TOWER EST/SAN ANGELO-ENG&ARCH SR	.00	3,967.50	.00	.00	3,967.50	.00
8-1310-431-00-122-535-0-339	PCT.2-S TOWER EST/SAN ANGELO-OTHER PROF	.00	5,146.08	.00	.00	5,146.08	.00
8-1310-431-00-122-536-0-334	PCT.2-S TOWER EST/SAN DIEGO-ENG&ARCH SRV	.00	3,081.00	.00	.00	3,081.00	.00
8-1310-431-00-122-536-0-339	PCT.2-S TOWER EST/SAN DIEGO-OTHER PROF S	.00	2,266.47	.00	.00	2,266.47	.00
8-1310-431-00-122-544-0-312	PCT.2-TIERRA BONITA/MARIE CIR S-INDIRECT	.00	1,198.55	.00	.00	1,198.55	.00
8-1310-431-00-122-544-0-339	PCT.2-TIERRA BONITA/MARIE CIR S-OTHER PR	.00	3,488.87	.00	.00	3,488.87	.00
8-1310-431-00-122-544-0-731	PCT.2-TIERRA BONITA/MARIE CIR S-ROADS	.00	35,701.39	.00	.00	35,701.39	.00
8-1310-431-00-122-547-0-312	PCT.2-WHITEWING/DOVE-INDIRECT COST	.00	772.12	.00	.00	772.12	.00
8-1310-431-00-122-547-0-339	PCT.2-WHITEWING/DOVE-OTHER PROF SRV	.00	2,751.80	.00	.00	2,751.80	.00
8-1310-431-00-122-547-0-731	PCT.2-WHITEWING/DOVE-ROADS	.00	4,103.30	.00	.00	4,103.30	.00
8-1310-431-00-122-548-0-312	PCT.2-WHITEWING/PELICAN-INDIRECT COST	.00	772.12	.00	.00	772.12	.00
8-1310-431-00-122-548-0-339	PCT.2-WHITEWING/PELICAN-OTHER PROF SRV	.00	3,477.51	.00	.00	3,477.51	.00
8-1310-431-00-122-548-0-731	PCT.2-WHITEWING/PELICAN-ROADS	.00	94.90	.00	.00	94.90	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-123-056-0-334	PCT.3-CARLOS ACRES-ENG&ARCH SRV	.00	3,054.93	3,054.93	.00	.00	100.00
8-1310-431-00-123-061-0-312	PCT.3-HILDA/ESTER-INDIRECT COST	.00	402.28	.00	.00	402.28	.00
8-1310-431-00-123-061-0-334	PCT.3-HILDA/ESTER-ENG&ARCH SRV	.00	1,047.95	1,047.95	.00	.00	100.00
8-1310-431-00-123-061-0-339	PCT.3-HILDA/ESTER-OTHER PROF SRV	.00	3,433.02	1,255.22	2,177.80	.00	100.00
8-1310-431-00-123-061-0-731	PCT.3-HILDA/ESTER-ROADS	.00	99,642.71	.00	99,642.71	.00	100.00
8-1310-431-00-123-062-0-312	PCT.3-LA PALMA-INDIRECT COST	.00	1,500.00	.00	.00	1,500.00	.00
8-1310-431-00-123-062-0-334	PCT.3-LA PALMA-ENG&ARCH SRV	.00	1,437.46	1,437.46	.00	.00	100.00
8-1310-431-00-123-062-0-339	PCT.3-LA PALMA-OTHER PROF SRV	.00	3,792.52	1,618.39	1,709.93	464.20	87.76
8-1310-431-00-123-062-0-731	PCT.3-LA PALMA-ROADS	.00	99,742.32	1,310.92	92,274.48	6,156.92	93.83
8-1310-431-00-123-063-0-334	PCT.3-LOS EBANOS-ENG&ARCH SRV	.00	5,192.48	5,192.48	.00	.00	100.00
8-1310-431-00-123-064-0-339	PCT.3-TREVINOS 4-OTHER PROF SRV	.00	4,186.73	4,186.73	.00	.00	100.00
8-1310-431-00-123-065-0-312	PCT.3-N COUNTRY EST/DIOSA-INDIRECT COST	.00	1,078.54	.00	.00	1,078.54	.00
8-1310-431-00-123-065-0-334	PCT.3-N COUNTRY EST/DIOSA-ENG&ARCH SRV	.00	352.37	352.37	.00	.00	100.00
8-1310-431-00-123-065-0-339	PCT.3-N COUNTRY EST/DIOSA-OTHER PROF SRV	.00	2,788.75	2,788.75	.00	.00	100.00
8-1310-431-00-123-065-0-731	PCT.3-N COUNTRY EST/DIOSA-ROADS	.00	47,265.43	.00	.00	47,265.43	.00
8-1310-431-00-123-066-0-312	PCT.3-N COUNTRY EST 2/EARTH-INDIRECT COS	.00	1,013.86	.00	.00	1,013.86	.00
8-1310-431-00-123-066-0-334	PCT.3-N COUNTRY EST 2/EARTH-ENG&ARCH SRV	.00	352.37	352.37	.00	.00	100.00
8-1310-431-00-123-066-0-339	PCT.3-N COUNTRY EST 2/EARTH-OTHER PROF S	.00	2,788.75	2,788.75	.00	.00	100.00
8-1310-431-00-123-066-0-731	PCT.3-N COUNTRY EST 2/EARTH-ROADS	.00	47,265.42	.00	.00	47,265.42	.00
8-1310-431-00-123-462-0-312	PCT.3-BASHAM 16/EXT CO RD-INDIRECT COST	.00	553.18	.00	.00	553.18	.00
8-1310-431-00-123-462-0-334	PCT.3-BASHAM 16/EXT CO RD-ENG&ARCH SRV	.00	617.02	617.02	.00	.00	100.00
8-1310-431-00-123-462-0-339	PCT.3-BASHAM 16/EXT CO RD-OTHER PROF SRV	.00	2,198.70	.00	.00	2,198.70	.00
8-1310-431-00-123-462-0-731	PCT.3-BASHAM 16/EXT CO RD-ROADS	.00	61,989.55	.00	.00	61,989.55	.00
8-1310-431-00-123-465-0-312	PCT.3-CARLOS LEAL 2-INDIRECT COST	.00	3,450.32	.00	.00	3,450.32	.00
8-1310-431-00-123-465-0-334	PCT.3-CARLOS LEAL 2-ENG&ARCH SRV	.00	1,998.33	1,998.33	.00	.00	100.00
8-1310-431-00-123-465-0-339	PCT.3-CARLOS LEAL 2-OTHER PROF SRV	.00	4,087.31	.00	.00	4,087.31	.00
8-1310-431-00-123-465-0-731	PCT.3-CARLOS LEAL 2-ROADS	.00	136,828.19	.00	.00	136,828.19	.00
8-1310-431-00-123-478-0-731	PCT.3-PALM LAKE 2/JUAREZ-ROADS	.00	63,390.90	.00	.00	63,390.90	.00
8-1310-431-00-123-479-0-731	PCT.3-PALM LAKE 2/KANTONIL-ROADS	.00	74,680.47	.00	.00	74,680.47	.00
8-1310-431-00-123-489-0-312	PCT.3-VALES-INDIRECT COST	.00	1,188.90	.00	.00	1,188.90	.00
8-1310-431-00-123-489-0-339	PCT.3-VALES-OTHER PROF SRV	.00	1,009.44	.00	.00	1,009.44	.00
8-1310-431-00-124-081-0-334	PCT.4-ACACIA-ENG&ARCH SRV	.00	560.28	560.28	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-124-082-0-312	PCT.4-ADAM LEE-INDIRECT COST	.00	361.27	.00	.00	361.27	.00
8-1310-431-00-124-083-0-312	PCT.4-AUSTIN GARDENS/FONTANA-INDIRECT CO	.00	141.84	.00	.00	141.84	.00
8-1310-431-00-124-084-0-312	PCT.4-AUSTIN GARDENS/HIGHLAND-INDIRECT C	.00	151.14	.00	.00	151.14	.00
8-1310-431-00-124-085-0-312	PCT.4-AUSTIN GARDENS/SHARON-INDIRECT COS	.00	195.40	.00	.00	195.40	.00
8-1310-431-00-124-086-0-334	PCT.4-BAR 2/CACTUS-ENG&ARCH SRV	.00	280.30	280.30	.00	.00	100.00
8-1310-431-00-124-087-0-334	PCT.4-BAR 2/MESQUITE-ENG&ARCH SRV	.00	280.30	280.30	.00	.00	100.00
8-1310-431-00-124-088-0-334	PCT.4-BAR 5/ELIZABETH-ENG&ARCH SRV	.00	278.29	278.29	.00	.00	100.00
8-1310-431-00-124-089-0-334	PCT.4-BAR 5/ELAINE-ENG&ARCH SRV	.00	323.44	323.44	.00	.00	100.00
8-1310-431-00-124-090-0-334	PCT.4-BAR 5/YVONNE-ENG&ARCH SRV	.00	323.44	323.44	.00	.00	100.00
8-1310-431-00-124-091-0-312	PCT.4-COTTONWOOD-INDIRECT COST	.00	584.48	.00	.00	584.48	.00
8-1310-431-00-124-092-0-312	PCT.4-EL SECO/NADIA-INDIRECT COST	.00	153.35	.00	.00	153.35	.00
8-1310-431-00-124-092-0-339	PCT.4-EL SECO/NADIA-OTHER PROF SRV	.00	253.29	253.29	.00	.00	100.00
8-1310-431-00-124-092-0-731	PCT.4-EL SECO/NADIA-ROADS	.00	186.69	.00	.00	186.69	.00
8-1310-431-00-124-093-0-312	PCT.4-EL SECO/OKEECHOBEE-INDIRECT COST	.00	371.21	.00	.00	371.21	.00
8-1310-431-00-124-093-0-339	PCT.4-EL SECO/OKEECHOBEE-OTHER PROF SRV	.00	123.86	123.86	.00	.00	100.00
8-1310-431-00-124-094-0-334	PCT.4-EVANGELINE/ADAM-ENG&ARCH SRV	.00	140.23	140.23	.00	.00	100.00
8-1310-431-00-124-095-0-334	PCT.4-EVANGELINE/DESERT-ENG&ARCH SRV	.00	140.23	140.23	.00	.00	100.00
8-1310-431-00-124-096-0-334	PCT.4-EVANGELINE/G.MOLINA-ENG&ARCH SRV	.00	140.23	140.23	.00	.00	100.00
8-1310-431-00-124-097-0-334	PCT.4-FAYSVILLE-ENG&ARCH SRV	.00	327.79	327.79	.00	.00	100.00
8-1310-431-00-124-101-0-312	PCT.4-IMPERIAL-INDIRECT COST	.00	113.18	.00	.00	113.18	.00
8-1310-431-00-124-101-0-731	PCT.4-IMPERIAL-ROADS	.00	1,375.04	.00	.00	1,375.04	.00
8-1310-431-00-124-102-0-334	PCT.4-LOS TERRAZOS-ENG&ARCH SRV	.00	402.28	402.28	.00	.00	100.00
8-1310-431-00-124-103-0-312	PCT.4-MEADOW LANDS/TERRY-INDIRECT COST	.00	479.58	.00	.00	479.58	.00
8-1310-431-00-124-103-0-334	PCT.4-MEADOW LANDS/TERRY-ENG&ARCH SRV	.00	170.86	170.86	.00	.00	100.00
8-1310-431-00-124-103-0-339	PCT.4-MEADOW LANDS/TERRY-OTHER PROF SRV	.00	611.93	610.65	.00	1.28	99.79
8-1310-431-00-124-103-0-899	PCT.4-MEADOW LANDS/TERRY-UNDIST	.00	310.95	.00	.00	310.95	.00
8-1310-431-00-124-104-0-312	PCT.4-MEADOW LANDS/MEADOW-INDIRECT COST	.00	459.79	.00	.00	459.79	.00
8-1310-431-00-124-104-0-339	PCT.4-MEADOW LANDS/MEADOW-OTHER PROF SRV	.00	466.59	466.59	.00	.00	100.00
8-1310-431-00-124-104-0-731	PCT.4-MEADOW LANDS/MEADOW-ROADS	.00	1,597.50	.00	.00	1,597.50	.00
8-1310-431-00-124-105-0-312	PCT.4-MEADOW LANDS/PRARIE-INDIRECT COST	.00	451.53	.00	.00	451.53	.00
8-1310-431-00-124-105-0-339	PCT.4-MEADOW LANDS/PRARIE-OTHER PROF SRV	.00	364.09	364.09	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-124-105-0-731	PCT.4-MEADOW LANDS/PRARIE-ROADS	.00	2,767.50	.00	.00	2,767.50	.00
8-1310-431-00-124-106-0-339	PCT.4-MURILLO/NORTH-OTHER PROF SRV	.00	89.91	89.91	.00	.00	100.00
8-1310-431-00-124-106-0-731	PCT.4-MURILLO/NORTH-ROADS	.00	2,204.00	.00	.00	2,204.00	.00
8-1310-431-00-124-107-0-339	PCT.4-MURILLO/SOUTH-OTHER PROF SRV	.00	165.72	165.72	.00	.00	100.00
8-1310-431-00-124-107-0-731	PCT.4-MURILLO/SOUTH-ROADS	.00	688.93	.00	.00	688.93	.00
8-1310-431-00-124-107-0-899	PCT.4-MURILLO/SOUTH-UNDIST	.00	8.18	.00	.00	8.18	.00
8-1310-431-00-124-111-0-312	PCT.4-SANDY/FIRST-INDIRECT COST	.00	30.35	.00	.00	30.35	.00
8-1310-431-00-124-111-0-339	PCT.4-SANDY/FIRST-OTHER PROF SRV	.00	18.18	.00	.00	18.18	.00
8-1310-431-00-124-112-0-312	PCT.4-SANDY/SECOND-INDIRECT COST	.00	950.47	.00	.00	950.47	.00
8-1310-431-00-124-112-0-339	PCT.4-SANDY/SECOND-OTHER PROF SRV	.00	838.72	.00	.00	838.72	.00
8-1310-431-00-124-113-0-312	PCT.4-SEMINARY EST-INDIRECT COST	.00	428.54	.00	.00	428.54	.00
8-1310-431-00-124-113-0-334	PCT.4-SEMINARY EST-ENG&ARCH SRV	.00	298.28	298.28	.00	.00	100.00
8-1310-431-00-124-113-0-339	PCT.4-SEMINARY EST-OTHER PROF SRV	.00	353.63	353.63	.00	.00	100.00
8-1310-431-00-124-113-0-731	PCT.4-SEMINARY EST-ROADS	.00	1,948.60	.00	.00	1,948.60	.00
8-1310-431-00-124-114-0-312	PCT.4-SIMPATICO ACRES-INDIRECT COST	.00	787.28	.00	.00	787.28	.00
8-1310-431-00-124-114-0-339	PCT.4-SIMPATICO ACRES-OTHER PROF SRV	.00	9.00	.00	.00	9.00	.00
8-1310-431-00-124-115-0-312	PCT.4-SUMMERWOOD/ALBERTO-INDIRECT COST	.00	94.73	.00	.00	94.73	.00
8-1310-431-00-124-115-0-339	PCT.4-SUMMERWOOD/ALBERTO-OTHER PROF SRV	.00	76.80	76.80	.00	.00	100.00
8-1310-431-00-124-115-0-731	PCT.4-SUMMERWOOD/ALBERTO-ROADS	.00	14.66	.00	.00	14.66	.00
8-1310-431-00-124-116-0-312	PCT.4-SUMMERWOOD/BERMEA-INDIRECT COST	.00	614.50	.00	.00	614.50	.00
8-1310-431-00-124-116-0-339	PCT.4-SUMMERWOOD/BERMEA-OTHER PROF SRV	.00	130.36	.00	.00	130.36	.00
8-1310-431-00-124-116-0-731	PCT.4-SUMMERWOOD/BERMEA-ROADS	.00	20.87	.00	.00	20.87	.00
8-1310-431-00-124-117-0-312	PCT.4-TOWNE EAST-INDIRECT COST	.00	629.22	.00	.00	629.22	.00
8-1310-431-00-124-117-0-339	PCT.4-TOWNE EAST-OTHER PROF SRV	.00	13.00	13.00	.00	.00	100.00
8-1310-431-00-124-118-0-312	PCT.4-TROPICANA-INDIRECT COST	.00	446.29	.00	.00	446.29	.00
8-1310-431-00-124-459-0-312	PCT.4-RANCHO NUEVO/E BARRADA-INDIRECT CO	.00	707.67	.00	.00	707.67	.00
8-1310-431-00-124-459-0-339	PCT.4-RANCHO NUEVO/E BARRADA-OTHER PROF	.00	474.47	448.79	.00	25.68	94.59
8-1310-431-00-124-459-0-899	PCT.4-RANCHO NUEVO/E BARRADA-UNDIST	.00	34.82	.00	.00	34.82	.00
8-1310-431-00-124-460-0-334	PCT.4-RANCHO NUEVO/N BARRADA-ENG&ARCH SR	.00	30.51	30.51	.00	.00	100.00
8-1310-431-00-124-460-0-339	PCT.4-RANCHO NUEVO/N BARRADA-OTHER PROF	.00	262.37	262.37	.00	.00	100.00
1310 BORDER COLONIA ACCESS PROGRAM		**.00**	**1,328,598.46**	**34,926.83**	**195,804.92**	**1,097,866.71**	**17.37**
8 YEAR		**.00**	**1,328,598.46**	**34,926.83**	**195,804.92**	**1,097,866.71**	**17.37**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-121-019-1-312	AGUA DULCE-INDIRECT COST	.00	4,932.97	.00	1,920.86	3,012.11	38.94
8-1311-431-00-121-019-1-334	AGUA DULCE-ENG & ARCH SRV	.00	177.18	177.18	.00	.00	100.00
8-1311-431-00-121-019-1-339	AGUA DULCE-OTHER PROF SRV	.00	1,204.97	775.24	429.73	.00	100.00
8-1311-431-00-121-019-1-733	AGUA DULCE-DRAINAGE DITCHES	.00	12,269.43	.00	.00	12,269.43	.00
8-1311-431-00-121-019-1-734	AGUA DULCE-SUBDIVISION STREETS	.00	24,910.65	.00	.00	24,910.65	.00
8-1311-431-00-121-066-0-312	BAR #3-INDIRECT COST	.00	351.31	.00	351.31	.00	100.00
8-1311-431-00-121-066-0-334	BAR #3-ENG & ARCH SRV	.00	1,129.25	1,129.25	.00	.00	100.00
8-1311-431-00-121-066-0-339	BAR #3-OTHER PROF SRV	.00	1,516.98	.00	1,516.98	.00	100.00
8-1311-431-00-121-066-0-734	BAR #3-SUBDIVISION STREETS	.00	63,693.01	.00	63,693.01	.00	100.00
8-1311-431-00-121-071-1-312	BARBOSA LOPEZ #1-INDIRECT COST	.00	5,755.75	.00	3,672.01	2,083.74	63.80
8-1311-431-00-121-071-1-334	BARBOSA LOPEZ #1-ENG & ARCH SRV	.00	550.83	550.83	.00	.00	100.00
8-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF SRV	.00	2,085.22	.00	175.80	1,909.42	8.43
8-1311-431-00-121-071-1-733	BARBOSA LOPEZ #1-DRAINAGE DITCHES	.00	41,646.83	.00	.00	41,646.83	.00
8-1311-431-00-121-071-1-734	BARBOSA LOPEZ #1-SUBDIVISION STREETS	.00	71,038.81	.00	.00	71,038.81	.00
8-1311-431-00-121-103-1-312	BERNAL HEIGHTS #1-INDIRECT COST	.00	383.45	.00	383.45	.00	100.00
8-1311-431-00-121-103-1-334	BERNAL HEIGHTS #1-ENG & ARCH SRV	.00	153.03	153.03	.00	.00	100.00
8-1311-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	.00	1,209.35	779.62	429.73	.00	100.00
8-1311-431-00-121-103-1-733	BERNAL HEIGHTS #1-DRAINAGE DITCHES	.00	11,561.05	.00	.00	11,561.05	.00
8-1311-431-00-121-103-1-734	BERNAL HEIGHTS #1-SUBDIVISION STREETS	.00	19,752.99	.00	.00	19,752.99	.00
8-1311-431-00-121-105-1-312	BERNAL-INDIRECT COST	.00	7,933.64	.00	3,403.87	4,529.77	42.90
8-1311-431-00-121-105-1-334	BERNAL-ENG & ARCH SRV	.00	284.33	284.33	.00	.00	100.00
8-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	.00	1,486.40	.00	175.80	1,310.60	11.83
8-1311-431-00-121-105-1-733	BERNAL-DRAINAGE DITCHES	.00	4,176.56	4,176.56	.00	.00	100.00
8-1311-431-00-121-105-1-734	BERNAL-SUBDIVISION STREETS	.00	55,488.64	55,488.64	.00	.00	100.00
8-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	.00	270.04	270.04	.00	.00	100.00
8-1311-431-00-121-150-1-312	CHAPA III-INDIRECT COST	.00	2,328.15	.00	983.07	1,345.08	42.23
8-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	.00	105.24	89.43	.00	15.81	84.98
8-1311-431-00-121-150-1-339	CHAPA III-OTHER PROF SRV	.00	1,466.58	.00	429.74	1,036.84	29.30
8-1311-431-00-121-150-1-733	CHAPA III-DRAINAGE DITCHES	.00	4,879.49	4,879.49	.00	.00	100.00
8-1311-431-00-121-150-1-734	CHAPA III-SUBDIVISION STREETS	.00	13,887.79	13,887.79	.00	.00	100.00
8-1311-431-00-121-230-1-312	DIMAS #3-INDIRECT COST	.00	6,734.37	.00	3,049.05	3,685.32	45.28
8-1311-431-00-121-230-1-334	DIMAS #3-ENG & ARCH SRV	.00	287.70	287.70	.00	.00	100.00
8-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	.00	1,613.26	.00	175.80	1,437.46	10.90

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-121-230-1-733	DIMAS #3-DRAINAGE DITCHES	.00	6,641.07	.00	.00	6,641.07	.00
8-1311-431-00-121-230-1-734	DIMAS #3-SUBDIVISION STREETS	.00	53,732.25	.00	.00	53,732.25	.00
8-1311-431-00-121-244-0-312	EL MESQUITE-INDIRECT COST	.00	2,086.72	.00	2,058.96	27.76	98.67
8-1311-431-00-121-244-0-334	EL MESQUITE-ENG & ARCH SRV	.00	393.25	393.25	.00	.00	100.00
8-1311-431-00-121-244-0-339	EL MESQUITE-OTHER PROF SRV	.00	1,794.82	.00	.00	1,794.82	.00
8-1311-431-00-121-244-0-733	EL MESQUITE-DRAINAGE DITCHES	.00	31,358.53	.00	.00	31,358.53	.00
8-1311-431-00-121-244-0-734	EL MESQUITE-SUBDIVISION STREETS	.00	51,163.91	.00	.00	51,163.91	.00
8-1311-431-00-121-245-1-312	EL MONTE-INDIRECT COST	.00	2,146.21	.00	2,118.27	27.94	98.70
8-1311-431-00-121-245-1-334	EL MONTE-ENG & ARCH SRV	.00	437.99	437.99	.00	.00	100.00
8-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	.00	2,194.16	2,018.36	175.80	.00	100.00
8-1311-431-00-121-245-1-733	EL MONTE-DRAINAGE DITCHES	.00	16,544.00	.00	.00	16,544.00	.00
8-1311-431-00-121-245-1-734	EL MONTE-SUBDIVISION STREETS	.00	75,367.12	.00	.00	75,367.12	.00
8-1311-431-00-121-318-1-312	HIGH LAND-INDIRECT COST	.00	7,495.85	.00	3,763.94	3,731.91	50.21
8-1311-431-00-121-318-1-334	HIGH LAND-ENG & ARCH SRV	.00	422.14	422.14	.00	.00	100.00
8-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	.00	2,174.96	.00	175.80	1,999.16	8.08
8-1311-431-00-121-318-1-733	HIGH LAND-DRAINAGE DITCHES	.00	14,173.56	14,173.56	.00	.00	100.00
8-1311-431-00-121-318-1-734	HIGH LAND-SUBDIVISION STREETS	.00	74,411.16	74,411.16	.00	.00	100.00
8-1311-431-00-121-368-0-312	LA BLANCA HEIGHTS-INDIRECT COST	.00	1,164.89	.00	.00	1,164.89	.00
8-1311-431-00-121-368-0-334	LA BLANCA HEIGHTS-ENG & ARCH SRV	.00	2,305.34	.00	.00	2,305.34	.00
8-1311-431-00-121-368-0-339	LA BLANCA HEIGHTS-OTHER PROF SRV	.00	1,203.84	1,203.84	.00	.00	100.00
8-1311-431-00-121-368-0-734	LA BLANCA HEIGHTS-SUBDIVISION STREETS	.00	14,622.30	.00	.00	14,622.30	.00
8-1311-431-00-121-391-0-312	LA PALMA S/D-INDIRECT COST	.00	3,686.16	.00	.00	3,686.16	.00
8-1311-431-00-121-391-0-334	LA PALMA S/D-ENG & ARCH SRV	.00	666.14	666.14	.00	.00	100.00
8-1311-431-00-121-391-0-339	LA PALMA S/D-OTHER PROF SRV	.00	3,038.30	.00	.00	3,038.30	.00
8-1311-431-00-121-391-0-733	LA PALMA S/D-DRAINAGE DITCHES	.00	57,313.33	.00	19,043.00	38,270.33	33.23
8-1311-431-00-121-391-0-734	LA PALMA S/D-SUBDIVISION STREETS	.00	50,475.27	.00	19,575.29	30,899.98	38.78
8-1311-431-00-121-392-0-312	LA PALOMA #1-INDIRECT COST	.00	925.92	.00	.00	925.92	.00
8-1311-431-00-121-392-0-334	LA PALOMA #1-ENG & ARCH SRV	.00	1,690.30	.00	.00	1,690.30	.00
8-1311-431-00-121-392-0-734	LA PALOMA #1-SUBDIVISION STREETS	.00	579.07	.00	.00	579.07	.00
8-1311-431-00-121-495-0-312	NORTH CAPISALLO-INDIRECT COST	.00	1,441.49	.00	.00	1,441.49	.00
8-1311-431-00-121-495-0-334	NORTH CAPISALLO-ENG & ARCH SRV	.00	260.70	260.70	.00	.00	100.00
8-1311-431-00-121-495-0-339	NORTH CAPISALLO-OTHER PROF SRV	.00	1,302.54	1,302.54	.00	.00	100.00
8-1311-431-00-121-495-0-733	NORTH CAPISALLO-DRAINAGE DITCHES	.00	9,847.20	.00	.00	9,847.20	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-121-495-0-734	NORTH CAPISALLO-SUBDIVISION STREETS	.00	44,859.48	.00	.00	44,859.48	.00
8-1311-431-00-121-509-1-312	OLD REBEL HEIGHTS-INDIRECT COST	.00	2,453.01	.00	.00	2,453.01	.00
8-1311-431-00-121-509-1-334	OLD REBEL HEIGHTS-ENG & ARCH SRV	.00	2,316.13	.00	.00	2,316.13	.00
8-1311-431-00-121-509-1-339	OLD REBEL HEIGHTS-OTHER PROF SRV	.00	981.38	981.38	.00	.00	100.00
8-1311-431-00-121-571-0-312	PUESTA DEL SOL-INDIRECT COST	.00	5,679.44	.00	.00	5,679.44	.00
8-1311-431-00-121-571-0-334	PUESTA DEL SOL-ENG & ARCH SRV	.00	1,022.35	1,022.35	.00	.00	100.00
8-1311-431-00-121-571-0-339	PUESTA DEL SOL-OTHER PROF SRV	.00	5,108.00	5,108.00	.00	.00	100.00
8-1311-431-00-121-571-0-733	PUESTA DEL SOL-DRAINAGE DITCHES	.00	53,634.00	.00	.00	53,634.00	.00
8-1311-431-00-121-571-0-734	PUESTA DEL SOL-SUBDIVISION STREETS	.00	160,902.00	.00	.00	160,902.00	.00
8-1311-431-00-121-575-0-312	RC BABB #1-INDIRECT COST	.00	425.36	.00	416.87	8.49	98.00
8-1311-431-00-121-575-0-339	RC BABB #1-OTHER PROF SRV	.00	507.60	184.50	323.10	.00	100.00
8-1311-431-00-121-575-0-734	RC BABB #1-SUBDIVISION STREETS	.00	28,459.20	.00	22,168.45	6,290.75	77.90
8-1311-431-00-121-576-0-312	RC BABB #2-INDIRECT COST	.00	1,127.28	.00	1,102.78	24.50	97.83
8-1311-431-00-121-576-0-339	RC BABB #2-OTHER PROF SRV	.00	1,163.76	840.66	323.10	.00	100.00
8-1311-431-00-121-576-0-734	RC BABB #2-SUBDIVISION STREETS	.00	50,598.92	.00	42,852.08	7,746.84	84.69
8-1311-431-00-121-577-0-312	RC BABB #3-INDIRECT COST	.00	165.19	.00	161.39	3.80	97.70
8-1311-431-00-121-577-0-339	RC BABB #3-OTHER PROF SRV	.00	263.52	.00	258.10	5.42	97.94
8-1311-431-00-121-577-0-734	RC BABB #3-SUBDIVISION STREETS	.00	23,626.84	.00	23,626.84	.00	100.00
8-1311-431-00-121-631-0-312	ROSEDALE HEIGHTS-INDIRECT COST	.00	2,107.73	.00	.00	2,107.73	.00
8-1311-431-00-121-631-0-334	ROSEDALE HEIGHTS-ENG & ARCH SRV	.00	2,631.69	.00	.00	2,631.69	.00
8-1311-431-00-121-631-0-339	ROSEDALE HEIGHTS-OTHER PROF SRV	.00	1,177.32	1,177.32	.00	.00	100.00
8-1311-431-00-121-631-0-733	ROSEDALE HEIGHTS-DRAINAGE DITCHES	.00	9,313.60	.00	.00	9,313.60	.00
8-1311-431-00-121-631-0-734	ROSEDALE HEIGHTS-SUBDIVISION STREETS	.00	7,734.91	.00	.00	7,734.91	.00
8-1311-431-00-121-865-1-312	DIMAS #1-INDIRECT COST	.00	5,294.07	.00	2,549.31	2,744.76	48.15
8-1311-431-00-121-865-1-334	DIMAS #1-ENG & ARCH SRV	.00	277.24	277.24	.00	.00	100.00
8-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	.00	1,450.98	.00	175.80	1,275.18	12.12
8-1311-431-00-121-865-1-733	DIMAS #1-DRAINAGE DITCHES	.00	13,380.84	.00	.00	13,380.84	.00
8-1311-431-00-121-865-1-734	DIMAS #1-SUBDIVISION STREETS	.00	44,796.72	.00	.00	44,796.72	.00
8-1311-431-00-121-897-1-312	MEL GRAY-INDIRECT COST	.00	3,197.57	.00	.00	3,197.57	.00
8-1311-431-00-121-897-1-334	MEL GRAY-ENG & ARCH SRV	.00	3,847.86	.00	.00	3,847.86	.00
8-1311-431-00-121-897-1-339	MEL GRAY-OTHER PROF SRV	.00	8,881.81	.00	.00	8,881.81	.00
8-1311-431-00-121-897-1-734	MEL GRAY-SUBDIVISION STREETS	.00	2,257.77	.00	.00	2,257.77	.00
8-1311-431-00-122-199-1-312	COUNTRY LIVING ESTATES-INDIRECT COST	.00	4,748.96	.00	112.06	4,636.90	2.36

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-122-199-1-339	COUNTRY LIVING ESTATES-OTHER PROF SRV	.00	4,574.81	2,054.70	2,520.11	.00	100.00
8-1311-431-00-122-199-1-733	COUNTRY LIVING ESTATES-DRAINAGE DITCHES	.00	33,350.75	.00	.00	33,350.75	.00
8-1311-431-00-122-199-1-841	COUNTRY LIVING ESTATES-AID TO GOVT AGNCY	.00	21,388.88	.00	.00	21,388.88	.00
8-1311-431-00-122-240-1-312	EL CHARRO #2-INDIRECT COST	.00	11,066.71	.00	2,356.17	8,710.54	21.29
8-1311-431-00-122-240-1-334	EL CHARRO #2-ENG & ARCH SRV	.00	8,855.10	8,855.10	.00	.00	100.00
8-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	.00	5,292.75	5,292.75	.00	.00	100.00
8-1311-431-00-122-240-1-733	EL CHARRO #2-DRAINAGE DITCHES	.00	182,237.96	.00	.00	182,237.96	.00
8-1311-431-00-122-240-1-841	EL CHARRO #2-AID TO GOVT AGENCY	.00	189,676.24	.00	.00	189,676.24	.00
8-1311-431-00-122-252-0-312	ELDORA GARDENS-INDIRECT COST	.00	1,689.27	.00	362.15	1,327.12	21.44
8-1311-431-00-122-252-0-334	ELDORA GARDENS-ENG & ARCH SRV	.00	2,709.60	1,354.80	1,354.80	.00	100.00
8-1311-431-00-122-252-0-339	ELDORA GARDENS-OTHER PROF SRV	.00	102.17	102.17	.00	.00	100.00
8-1311-431-00-122-252-0-733	ELDORA GARDENS-DRAINAGE DITCHES	.00	6,828.19	.00	.00	6,828.19	.00
8-1311-431-00-122-252-0-734	ELDORA GARDENS-SUBDIVISION STREETS	.00	50,073.41	.00	.00	50,073.41	.00
8-1311-431-00-122-253-0-312	SANTANA SUBD/ELDORA RD-INDIRECT COST	.00	3,981.70	.00	850.01	3,131.69	21.35
8-1311-431-00-122-253-0-334	SANTANA SUBD/ELDORA RD-ENG & ARCH SRV	.00	2,283.97	2,283.97	.00	.00	100.00
8-1311-431-00-122-253-0-339	SANTANA SUBD/ELDORA RD-OTHER PROF SRV	.00	2,962.24	.00	.00	2,962.24	.00
8-1311-431-00-122-253-0-733	SANTANA SUBD/ELDORA RD-DRAINAGE DITCHES	.00	56,552.00	.00	52,148.00	4,404.00	92.21
8-1311-431-00-122-253-0-841	SANTANA SUBD/ELDORA RD-AID 2 GOVT AGENCY	.00	79,622.08	23,873.43	41,045.78	14,702.87	81.53
8-1311-431-00-122-365-0-312	LJ #1-INDIRECT COST	.00	6,301.06	.00	392.80	5,908.26	6.23
8-1311-431-00-122-365-0-339	LJ #1-OTHER PROF SRV	.00	3,348.81	.00	3,338.78	10.03	99.70
8-1311-431-00-122-406-1-312	LAS BRISAS-INDIRECT COST	.00	14,486.41	.00	3,069.47	11,416.94	21.19
8-1311-431-00-122-406-1-334	LAS BRISAS-ENG & ARCH SRV	.00	57,982.80	57,982.80	.00	.00	100.00
8-1311-431-00-122-406-1-339	LAS BRISAS-OTHER PROF SRV	.00	11,596.56	11,596.56	.00	.00	100.00
8-1311-431-00-122-406-1-733	LAS BRISAS-DRAINAGE DITCHES	.00	116,893.32	.00	.00	116,893.32	.00
8-1311-431-00-122-406-1-734	LAS BRISAS-SUBDIVISION STREETS	.00	370,162.20	.00	.00	370,162.20	.00
8-1311-431-00-122-412-0-312	LAS HACIENDAS-INDIRECT COST	.00	4,248.60	.00	907.52	3,341.08	21.36
8-1311-431-00-122-412-0-334	LAS HACIENDAS-ENG & ARCH SRV	.00	3,399.66	1,699.83	1,699.83	.00	100.00
8-1311-431-00-122-412-0-339	LAS HACIENDAS-OTHER PROF SRV	.00	2,177.82	67.64	2,110.18	.00	100.00
8-1311-431-00-122-412-0-841	LAS HACIENDAS-AID TO GOVT AGENCY	.00	47,681.47	.00	47,681.47	.00	100.00
8-1311-431-00-122-484-1-312	MORNING SUN-INDIRECT COST	.00	2,637.98	.00	562.60	2,075.38	21.33
8-1311-431-00-122-484-1-334	MORNING SUN-ENG & ARCH SRV	.00	2,110.80	2,110.80	.00	.00	100.00
8-1311-431-00-122-484-1-339	MORNING SUN-OTHER PROF SRV	.00	2,110.80	1,285.25	825.55	.00	100.00
8-1311-431-00-122-484-1-733	MORNING SUN-DRAINAGE DITCHES	.00	29,255.69	.00	.00	29,255.69	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-122-484-1-841	MORNING SUN-AID TO GOVT AGENCY	.00	59,397.91	.00	.00	59,397.91	.00
8-1311-431-00-122-494-1-312	NORTH ALAMO VILLAGE-INDIRECT COST	.00	5,393.14	.00	1,145.58	4,247.56	21.24
8-1311-431-00-122-494-1-334	NORTH ALAMO VILLAGE-ENG & ARCH SRV	.00	4,316.82	4,316.82	.00	.00	100.00
8-1311-431-00-122-494-1-339	NORTH ALAMO VILLAGE-OTHER PROF SRV	.00	3,311.55	2,912.00	399.55	.00	100.00
8-1311-431-00-122-494-1-733	NORTH ALAMO VILLAGE-DRAINAGE DITCHES	.00	180,873.79	.00	168,707.67	12,166.12	93.27
8-1311-431-00-122-494-1-734	NORTH ALAMO VILLAGE-SUBDIVISION STREETS	.00	88,256.23	.00	88,256.23	.00	100.00
8-1311-431-00-122-503-1-312	NORTHSIDE VILLAGE #2-INDIRECT COST	.00	2,627.44	.00	561.64	2,065.80	21.38
8-1311-431-00-122-503-1-334	NORTHSIDE VILLAGE #2-ENG & ARCH SRV	.00	2,103.68	2,103.68	.00	.00	100.00
8-1311-431-00-122-503-1-339	NORTHSIDE VILLAGE #2-OTHER PROF SRV	.00	4,169.24	1,340.00	.00	2,829.24	32.14
8-1311-431-00-122-503-1-733	NORTHSIDE VILLAGE #2-DRAINAGE DITCHES	.00	40,182.00	4,614.84	35,567.16	.00	100.00
8-1311-431-00-122-503-1-734	NORTHSIDE VILLAGE #2-SUBDIVISION STREETS	.00	69,235.66	4,478.66	64,757.00	.00	100.00
8-1311-431-00-122-557-1-312	PENTECOSTAL-INDIRECT COST	.00	2,414.74	.00	516.79	1,897.95	21.40
8-1311-431-00-122-557-1-334	PENTECOSTAL-ENG & ARCH SRV	.00	1,881.50	1,881.50	.00	.00	100.00
8-1311-431-00-122-557-1-339	PENTECOSTAL-OTHER PROF SRV	.00	1,220.95	1,220.95	.00	.00	100.00
8-1311-431-00-122-557-1-733	PENTECOSTAL-DRAINAGE DITCHES	.00	18,175.29	.00	.00	18,175.29	.00
8-1311-431-00-122-557-1-734	PENTECOSTAL-SUBDIVISION STREETS	.00	60,847.71	.00	.00	60,847.71	.00
8-1311-431-00-122-568-0-312	PRIMAVERA I-INDIRECT COST	.00	4,578.16	.00	.00	4,578.16	.00
8-1311-431-00-122-568-0-339	PRIMAVERA I-OTHER PROF SRV	.00	91.39	91.39	.00	.00	100.00
8-1311-431-00-122-568-0-733	PRIMAVERA I-DRAINAGE DITCHES	.00	1,353.57	.00	.00	1,353.57	.00
8-1311-431-00-122-580-1-312	RSW UNIT # 1-INDIRECT COST	.00	4,418.38	.00	940.74	3,477.64	21.29
8-1311-431-00-122-580-1-334	RSW UNIT # 1-ENG & ARCH SRV	.00	7,073.36	3,536.68	3,536.68	.00	100.00
8-1311-431-00-122-580-1-339	RSW UNIT # 1-OTHER PROF SRV	.00	2,464.07	2,464.07	.00	.00	100.00
8-1311-431-00-122-580-1-734	RSW UNIT # 1-SUBDIVISION STREETS	.00	148,540.56	.00	.00	148,540.56	.00
8-1311-431-00-122-596-0-334	RANCHO ESCONDIDO-ENG & ARCH SRV	.00	4,829.44	.00	.00	4,829.44	.00
8-1311-431-00-122-596-0-339	RANCHO ESCONDIDO-OTHER PROF SRV	.00	3,701.40	.00	.00	3,701.40	.00
8-1311-431-00-122-605-1-312	RED BARN-INDIRECT COST	.00	1,328.05	.00	285.92	1,042.13	21.53
8-1311-431-00-122-605-1-334	RED BARN-ENG & ARCH SRV	.00	2,126.04	2,126.04	.00	.00	100.00
8-1311-431-00-122-605-1-339	RED BARN-OTHER PROF SRV	.00	429.74	429.74	.00	.00	100.00
8-1311-431-00-122-605-1-733	RED BARN-DRAINAGE DITCHES	.00	11,608.18	.00	.00	11,608.18	.00
8-1311-431-00-122-605-1-841	RED BARN-AID TO GOVT AGENCY	.00	33,038.66	.00	.00	33,038.66	.00
8-1311-431-00-122-620-0-312	ROADRUNNER #2-INDIRECT COST	.00	8,543.12	.00	1,819.88	6,723.24	21.30
8-1311-431-00-122-620-0-334	ROADRUNNER #2-ENG & ARCH SRV	.00	6,839.36	6,839.36	.00	.00	100.00
8-1311-431-00-122-620-0-339	ROADRUNNER #2-OTHER PROF SRV	.00	5,886.85	5,581.85	305.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-122-620-0-733	ROADRUNNER #2-DRAINAGE DITCHES	.00	82,639.24	.00	79,189.00	3,450.24	95.82
8-1311-431-00-122-620-0-734	ROADRUNNER #2-SUBDIVISION STREETS	.00	171,080.13	57,327.86	53,608.96	60,143.31	64.84
8-1311-431-00-122-683-0-312	SOUTH FORK ESTATES-INDIRECT COST	.00	7,327.66	.00	456.06	6,871.60	6.22
8-1311-431-00-122-683-0-334	SOUTH FORK ESTATES-ENG & ARCH SRV	.00	5,865.00	.00	5,865.00	.00	100.00
8-1311-431-00-122-683-0-339	SOUTH FORK ESTATES-OTHER PROF SRV	.00	2,039.18	1,381.48	657.70	.00	100.00
8-1311-431-00-122-693-0-312	SOUTH SIDE VILLAGE-INDIRECT COST	.00	1,128.33	.00	242.50	885.83	21.49
8-1311-431-00-122-693-0-334	SOUTH SIDE VILLAGE-ENG & ARCH SRV	.00	903.70	903.70	.00	.00	100.00
8-1311-431-00-122-693-0-339	SOUTH SIDE VILLAGE-OTHER PROF SRV	.00	1.45	1.45	.00	.00	100.00
8-1311-431-00-122-693-0-734	SOUTH SIDE VILLAGE-SUBDIVISION STREETS	.00	37,955.40	.00	.00	37,955.40	.00
8-1311-431-00-122-740-0-312	TINY ACRES-INDIRECT COST	.00	2,079.58	.00	445.30	1,634.28	21.41
8-1311-431-00-122-740-0-334	TINY ACRES-ENG & ARCH SRV	.00	3,328.20	1,664.10	1,664.10	.00	100.00
8-1311-431-00-122-740-0-339	TINY ACRES-OTHER PROF SRV	.00	1,048.16	1,048.16	.00	.00	100.00
8-1311-431-00-122-740-0-733	TINY ACRES-DRAINAGE DITCHES	.00	16,774.13	.00	.00	16,774.13	.00
8-1311-431-00-122-740-0-734	TINY ACRES-SUBDIVISION STREETS	.00	53,118.07	.00	.00	53,118.07	.00
8-1311-431-00-122-767-1-312	VAL BAR ESTATES-INDIRECT COST	.00	1,843.44	.00	391.52	1,451.92	21.24
8-1311-431-00-122-767-1-334	VAL BAR ESTATES-ENG & ARCH SRV	.00	1,475.60	1,475.60	.00	.00	100.00
8-1311-431-00-122-767-1-339	VAL BAR ESTATES-OTHER PROF SRV	.00	859.66	859.66	.00	.00	100.00
8-1311-431-00-122-767-1-733	VAL BAR ESTATES-DRAINAGE DITCHES	.00	21,691.32	.00	.00	21,691.32	.00
8-1311-431-00-122-767-1-734	VAL BAR ESTATES-SUBDIVISION STREETS	.00	40,283.88	.00	.00	40,283.88	.00
8-1311-431-00-123-014-1-312	ACEVEDO S/D #4-INDIRECT COST	.00	6,872.31	.00	846.16	6,026.15	12.31
8-1311-431-00-123-014-1-334	ACEVEDO S/D #4-ENG & ARCH SRV	.00	18,591.20	13,137.30	.00	5,453.90	70.66
8-1311-431-00-123-014-1-339	ACEVEDO S/D #4-OTHER PROF SRV	.00	4,683.16	4,683.16	.00	.00	100.00
8-1311-431-00-123-014-1-733	ACEVEDO S/D #4-DRAINAGE DITCHES	.00	80,407.24	.00	.00	80,407.24	.00
8-1311-431-00-123-014-1-734	ACEVEDO S/D #4-SUBDIVISION STREETS	.00	149,327.72	.00	.00	149,327.72	.00
8-1311-431-00-123-015-0-312	ACOSTA S/D-INDIRECT COST	.00	2,875.97	.00	354.04	2,521.93	12.31
8-1311-431-00-123-015-0-334	ACOSTA S/D-ENG & ARCH SRV	.00	7,819.90	5,525.86	.00	2,294.04	70.66
8-1311-431-00-123-015-0-339	ACOSTA S/D-OTHER PROF SRV	.00	2,300.76	2,300.76	.00	.00	100.00
8-1311-431-00-123-015-0-733	ACOSTA S/D-DRAINAGE DITCHES	.00	24,157.98	.00	.00	24,157.98	.00
8-1311-431-00-123-015-0-734	ACOSTA S/D-SUBDIVISION STREETS	.00	72,473.94	.00	.00	72,473.94	.00
8-1311-431-00-123-042-0-312	AMBER LAND S/D-INDIRECT COST	.00	2,047.02	.00	252.35	1,794.67	12.33
8-1311-431-00-123-042-0-334	AMBER LAND S/D-ENG & ARCH SRV	.00	1,317.03	1,317.03	.00	.00	100.00
8-1311-431-00-123-042-0-339	AMBER LAND S/D-OTHER PROF SRV	.00	1,960.07	1,645.10	314.97	.00	100.00
8-1311-431-00-123-042-0-733	AMBER LAND S/D-DRAINAGE DITCHES	.00	16,910.00	16,910.00	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-123-042-0-734	AMBER LAND S/D-SUBDIVISION STREETS	.00	67,195.60	67,195.60	.00	.00	100.00
8-1311-431-00-123-072-0-312	BARNEY GROVES S/D-INDIRECT COST	.00	1,334.95	.00	164.12	1,170.83	12.29
8-1311-431-00-123-072-0-334	BARNEY GROVES S/D-ENG & ARCH SRV	.00	1,628.13	865.37	.00	762.76	53.15
8-1311-431-00-123-072-0-339	BARNEY GROVES S/D-OTHER PROF SRV	.00	1,395.90	1,080.92	314.98	.00	100.00
8-1311-431-00-123-072-0-733	BARNEY GROVES S/D-DRAINAGE DITCHES	.00	11,183.00	.00	.00	11,183.00	.00
8-1311-431-00-123-072-0-734	BARNEY GROVES S/D-SUBDIVISION STREETS	.00	36,772.64	.00	.00	36,772.64	.00
8-1311-431-00-123-141-0-312	CASA DE LOS VECINOS-INDIRECT COST	.00	13,909.07	.00	1,713.93	12,195.14	12.32
8-1311-431-00-123-141-0-334	CASA DE LOS VECINOS-ENG & ARCH SRV	.00	16,024.20	7,882.60	.00	8,141.60	49.19
8-1311-431-00-123-141-0-339	CASA DE LOS VECINOS-OTHER PROF SRV	.00	10,565.72	9,510.92	1,054.80	.00	100.00
8-1311-431-00-123-141-0-733	CASA DE LOS VECINOS-DRAINAGE DITCHES	.00	398,403.84	237,492.00	.00	160,911.84	59.61
8-1311-431-00-123-152-1-312	CHULA VISTA ACRES-INDIRECT COST	.00	3,490.29	.00	429.75	3,060.54	12.31
8-1311-431-00-123-152-1-334	CHULA VISTA ACRES-ENG & ARCH SRV	.00	3,743.52	2,286.29	.00	1,457.23	61.07
8-1311-431-00-123-152-1-339	CHULA VISTA ACRES-OTHER PROF SRV	.00	3,843.50	2,788.70	1,054.80	.00	100.00
8-1311-431-00-123-152-1-733	CHULA VISTA ACRES-DRAINAGE DITCHES	.00	43,336.40	23,830.00	.00	19,506.40	54.99
8-1311-431-00-123-152-1-734	CHULA VISTA ACRES-SUBDIVISION STREETS	.00	73,789.00	65,763.00	.00	8,026.00	89.12
8-1311-431-00-123-247-0-312	EL PARAISO S/D-INDIRECT COST	.00	10,735.27	.00	.00	10,735.27	.00
8-1311-431-00-123-247-0-334	EL PARAISO S/D-ENG & ARCH SRV	.00	4,674.00	.00	.00	4,674.00	.00
8-1311-431-00-123-247-0-339	EL PARAISO S/D-OTHER PROF SRV	.00	6,009.10	6,009.10	.00	.00	100.00
8-1311-431-00-123-247-0-733	EL PARAISO S/D-DRAINAGE DITCHES	.00	45,700.74	.00	.00	45,700.74	.00
8-1311-431-00-123-250-0-312	EL SOL S/D #1-INDIRECT COST	.00	7,696.57	.00	948.09	6,748.48	12.32
8-1311-431-00-123-250-0-334	EL SOL S/D #1-ENG & ARCH SRV	.00	9,252.63	4,864.75	.00	4,387.88	52.58
8-1311-431-00-123-250-0-339	EL SOL S/D #1-OTHER PROF SRV	.00	5,870.31	5,342.91	527.40	.00	100.00
8-1311-431-00-123-250-0-733	EL SOL S/D #1-DRAINAGE DITCHES	.00	106,880.00	106,880.00	.00	.00	100.00
8-1311-431-00-123-250-0-734	EL SOL S/D #1-SUBDIVISION STREETS	.00	148,950.00	148,950.00	.00	.00	100.00
8-1311-431-00-123-251-0-312	EL SOL S/D #2-INDIRECT COST	.00	9,648.98	.00	1,187.97	8,461.01	12.31
8-1311-431-00-123-251-0-334	EL SOL S/D #2-ENG & ARCH SRV	.00	12,649.47	6,103.13	.00	6,546.34	48.25
8-1311-431-00-123-251-0-339	EL SOL S/D #2-OTHER PROF SRV	.00	7,397.81	6,870.41	527.40	.00	100.00
8-1311-431-00-123-251-0-733	EL SOL S/D #2-DRAINAGE DITCHES	.00	121,668.83	115,095.00	.00	6,573.83	94.60
8-1311-431-00-123-251-0-734	EL SOL S/D #2-SUBDIVISION STREETS	.00	198,512.29	165,076.00	.00	33,436.29	83.16
8-1311-431-00-123-267-1-312	EZEQUIEL ACEVEDO JR S/D#2-INDIRECT COST	.00	2,895.29	.00	356.67	2,538.62	12.32
8-1311-431-00-123-267-1-334	EZEQUIEL ACEVEDO JR S/D#2-ENG & ARCH SRV	.00	1,854.27	1,854.27	.00	.00	100.00
8-1311-431-00-123-267-1-339	EZEQUIEL ACEVEDO JR S/D#2-OTHER PROF SRV	.00	2,631.14	2,316.16	314.98	.00	100.00
8-1311-431-00-123-267-1-733	EZEQUIEL ACEVEDO JR S/D#2-DRAINAGE DITCH	.00	25,532.00	.00	.00	25,532.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-123-267-1-734	EZEQUIEL ACEVEDO JR S/D#2-SUBDIVISION ST	.00	76,312.68	.00	.00	76,312.68	.00
8-1311-431-00-123-312-0-312	HAVANA S/D-INDIRECT COST	.00	2,941.14	.00	362.56	2,578.58	12.33
8-1311-431-00-123-312-0-334	HAVANA S/D-ENG & ARCH SRV	.00	8,002.00	5,654.56	.00	2,347.44	70.66
8-1311-431-00-123-312-0-339	HAVANA S/D-OTHER PROF SRV	.00	2,354.34	2,354.34	.00	.00	100.00
8-1311-431-00-123-312-0-733	HAVANA S/D-DRAINAGE DITCHES	.00	39,552.91	.00	.00	39,552.91	.00
8-1311-431-00-123-312-0-734	HAVANA S/D-SUBDIVISION STREETS	.00	59,329.37	.00	.00	59,329.37	.00
8-1311-431-00-123-322-1-312	HILDA S/D-INDIRECT COST	.00	7,665.16	.00	.00	7,665.16	.00
8-1311-431-00-123-322-1-339	HILDA S/D-OTHER PROF SRV	.00	1,600.89	1,600.89	.00	.00	100.00
8-1311-431-00-123-325-1-312	HILDA S/D #3-INDIRECT COST	.00	1,628.41	.00	200.30	1,428.11	12.30
8-1311-431-00-123-325-1-334	HILDA S/D #3-ENG & ARCH SRV	.00	4,243.18	3,491.74	.00	751.44	82.29
8-1311-431-00-123-325-1-339	HILDA S/D #3-OTHER PROF SRV	.00	1,127.82	1,127.82	.00	.00	100.00
8-1311-431-00-123-325-1-733	HILDA S/D #3-DRAINAGE DITCHES	.00	22,630.52	.00	.00	22,630.52	.00
8-1311-431-00-123-325-1-734	HILDA S/D #3-SUBDIVISION STREETS	.00	32,565.88	.00	.00	32,565.88	.00
8-1311-431-00-123-350-0-312	JESSAN S/D-INDIRECT COST	.00	914.18	.00	111.99	802.19	12.25
8-1311-431-00-123-350-0-334	JESSAN S/D-ENG & ARCH SRV	.00	982.36	688.16	.00	294.20	70.05
8-1311-431-00-123-350-0-339	JESSAN S/D-OTHER PROF SRV	.00	747.00	747.00	.00	.00	100.00
8-1311-431-00-123-350-0-733	JESSAN S/D-DRAINAGE DITCHES	.00	9,412.20	.00	.00	9,412.20	.00
8-1311-431-00-123-350-0-734	JESSAN S/D-SUBDIVISION STREETS	.00	21,961.80	.00	.00	21,961.80	.00
8-1311-431-00-123-384-1-312	LA HOMA RD N S/D-INDIRECT COST	.00	10,616.72	.00	950.23	9,666.49	8.95
8-1311-431-00-123-384-1-334	LA HOMA RD N S/D-ENG & ARCH SRV	.00	7,536.24	.00	.00	7,536.24	.00
8-1311-431-00-123-384-1-339	LA HOMA RD N S/D-OTHER PROF SRV	.00	6,057.58	6,057.58	.00	.00	100.00
8-1311-431-00-123-384-1-733	LA HOMA RD N S/D-DRAINAGE DITCHES	.00	10,488.50	.00	.00	10,488.50	.00
8-1311-431-00-123-384-1-734	LA HOMA RD N S/D-SUBDIVISION STREETS	.00	7,373.00	7,373.00	.00	.00	100.00
8-1311-431-00-123-385-1-312	LA HOMA RD S S/D-INDIRECT COST	.00	3,459.13	.00	426.13	3,033.00	12.32
8-1311-431-00-123-385-1-334	LA HOMA RD S S/D-ENG & ARCH SRV	.00	31,541.56	6,883.80	.00	24,657.76	21.82
8-1311-431-00-123-385-1-339	LA HOMA RD S S/D-OTHER PROF SRV	.00	1,672.18	1,672.18	.00	.00	100.00
8-1311-431-00-123-385-1-733	LA HOMA RD S S/D-DRAINAGE DITCHES	.00	47,596.08	.00	.00	47,596.08	.00
8-1311-431-00-123-385-1-734	LA HOMA RD S S/D-SUBDIVISION STREETS	.00	46,181.16	.00	.00	46,181.16	.00
8-1311-431-00-123-427-1-312	LOS EBANOS S/D-INDIRECT COST	.00	2,069.54	.00	255.60	1,813.94	12.35
8-1311-431-00-123-427-1-334	LOS EBANOS S/D-ENG & ARCH SRV	.00	5,628.74	4,036.90	.00	1,591.84	71.72
8-1311-431-00-123-427-1-339	LOS EBANOS S/D-OTHER PROF SRV	.00	1,664.00	1,664.00	.00	.00	100.00
8-1311-431-00-123-427-1-733	LOS EBANOS S/D-DRAINAGE DITCHES	.00	28,654.08	.00	.00	28,654.08	.00
8-1311-431-00-123-427-1-734	LOS EBANOS S/D-SUBDIVISION STREETS	.00	41,233.92	.00	.00	41,233.92	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-123-488-1-312	MUNOZ ESTATES-INDIRECT COST	.00	4,617.99	.00	568.73	4,049.26	12.32
8-1311-431-00-123-488-1-334	MUNOZ ESTATES-ENG & ARCH SRV	.00	12,521.45	8,848.12	.00	3,673.33	70.66
8-1311-431-00-123-488-1-339	MUNOZ ESTATES-OTHER PROF SRV	.00	3,684.04	3,684.04	.00	.00	100.00
8-1311-431-00-123-488-1-733	MUNOZ ESTATES-DRAINAGE DITCHES	.00	52,608.09	.00	.00	52,608.09	.00
8-1311-431-00-123-488-1-734	MUNOZ ESTATES-SUBDIVISION STREETS	.00	102,121.59	.00	.00	102,121.59	.00
8-1311-431-00-123-498-1-312	NORTH CROSS ESTATES-INDIRECT COST	.00	1,327.43	.00	361.47	965.96	27.23
8-1311-431-00-123-498-1-334	NORTH CROSS ESTATES-ENG & ARCH SRV	.00	2,243.56	2,243.56	.00	.00	100.00
8-1311-431-00-123-498-1-339	NORTH CROSS ESTATES-OTHER PROF SRV	.00	3,802.70	2,660.00	1,142.70	.00	100.00
8-1311-431-00-123-498-1-733	NORTH CROSS ESTATES-DRAINAGE DITCHES	.00	37,425.00	.00	37,425.00	.00	100.00
8-1311-431-00-123-498-1-734	NORTH CROSS ESTATES-SUBDIVISION STREETS	.00	79,134.50	8,093.25	71,041.25	.00	100.00
8-1311-431-00-123-784-1-312	VILLA CAPRI S/D-INDIRECT COST	.00	1,316.29	.00	252.72	1,063.57	19.20
8-1311-431-00-123-784-1-334	VILLA CAPRI S/D-ENG & ARCH SRV	.00	1,636.58	1,636.58	.00	.00	100.00
8-1311-431-00-123-784-1-339	VILLA CAPRI S/D-OTHER PROF SRV	.00	2,957.60	1,902.80	1,054.80	.00	100.00
8-1311-431-00-123-784-1-733	VILLA CAPRI S/D-DRAINAGE DITCHES	.00	24,933.85	24,933.85	.00	.00	100.00
8-1311-431-00-123-784-1-734	VILLA CAPRI S/D-SUBDIVISION STREETS	.00	67,998.48	67,998.48	.00	.00	100.00
8-1311-431-00-123-837-0-312	WALTON S/D-INDIRECT COST	.00	1,768.13	.00	217.73	1,550.40	12.31
8-1311-431-00-123-837-0-334	WALTON S/D-ENG & ARCH SRV	.00	1,139.60	1,139.60	.00	.00	100.00
8-1311-431-00-123-837-0-339	WALTON S/D-OTHER PROF SRV	.00	1,423.46	1,423.46	.00	.00	100.00
8-1311-431-00-123-837-0-733	WALTON S/D-DRAINAGE DITCHES	.00	9,565.65	9,565.65	.00	.00	100.00
8-1311-431-00-123-837-0-734	WALTON S/D-SUBDIVISION STREETS	.00	64,810.37	64,810.37	.00	.00	100.00
8-1311-431-00-123-911-0-312	RESUB PLAT JIMENEZ S/D-INDIRECT COST	.00	1,883.30	.00	232.23	1,651.07	12.33
8-1311-431-00-123-911-0-334	RESUB PLAT JIMENEZ S/D-ENG & ARCH SRV	.00	2,424.86	1,286.29	.00	1,138.57	53.05
8-1311-431-00-123-911-0-339	RESUB PLAT JIMENEZ S/D-OTHER PROF SRV	.00	1,514.00	1,514.00	.00	.00	100.00
8-1311-431-00-123-911-0-733	RESUB PLAT JIMENEZ S/D-DRAINAGE DITCHES	.00	22,891.68	.00	.00	22,891.68	.00
8-1311-431-00-123-911-0-734	RESUB PLAT JIMENEZ S/D-SUBDIVISION STREE	.00	40,696.32	.00	.00	40,696.32	.00
8-1311-431-00-124-070-0-312	BAR VI-INDIRECT COST	.00	4,545.31	.00	282.71	4,262.60	6.22
8-1311-431-00-124-070-0-334	BAR VI-ENG & ARCH SRV	.00	2,894.20	750.00	.00	2,144.20	25.91
8-1311-431-00-124-070-0-339	BAR VI-OTHER PROF SRV	.00	1,884.37	376.87	1,500.20	7.30	99.61
8-1311-431-00-124-128-0-334	CALMA ESTATES-ENG & ARCH SRV	.00	335.00	335.00	.00	.00	100.00
8-1311-431-00-124-128-0-339	CALMA ESTATES-OTHER PROF SRV	.00	438.64	438.64	.00	.00	100.00
8-1311-431-00-124-129-0-334	CALMA ESTATES #2-ENG & ARCH SRV	.00	477.50	477.50	.00	.00	100.00
8-1311-431-00-124-129-0-339	CALMA ESTATES #2-OTHER PROF SRV	.00	748.85	748.85	.00	.00	100.00
8-1311-431-00-124-129-0-734	CALMA ESTATES #2-SUBDIVISION STREETS	.00	12,484.72	.00	.00	12,484.72	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-124-130-0-312	CALMA ESTATES #3-INDIRECT COST	.00	1,021.26	.00	.00	1,021.26	.00
8-1311-431-00-124-130-0-334	CALMA ESTATES #3-ENG & ARCH SRV	.00	1,252.90	305.00	.00	947.90	24.34
8-1311-431-00-124-130-0-339	CALMA ESTATES #3-OTHER PROF SRV	.00	744.68	286.67	.00	458.01	38.50
8-1311-431-00-124-130-0-733	CALMA ESTATES #3-DRAINAGE DITCHES	.00	4,065.95	.00	.00	4,065.95	.00
8-1311-431-00-124-130-0-734	CALMA ESTATES #3-SUBDIVISION STREETS	.00	27,210.61	.00	.00	27,210.61	.00
8-1311-431-00-124-155-0-334	CITRUS CITY LAKE-ENG & ARCH SRV	.00	1,591.50	.00	.00	1,591.50	.00
8-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	.00	138.90	.00	.00	138.90	.00
8-1311-431-00-124-167-0-312	COLONIA BIG 5-INDIRECT COST	.00	18,940.43	.00	.00	18,940.43	.00
8-1311-431-00-124-167-0-334	COLONIA BIG 5-ENG & ARCH SRV	.00	3,545.04	.00	.00	3,545.04	.00
8-1311-431-00-124-167-0-339	COLONIA BIG 5-OTHER PROF SRV	.00	6,133.62	6,097.32	.00	36.30	99.41
8-1311-431-00-124-167-0-733	COLONIA BIG 5-DRAINAGE DITCHES	.00	9,116.00	.00	.00	9,116.00	.00
8-1311-431-00-124-363-1-312	L & R GARZA-INDIRECT COST	.00	1,329.38	.00	159.16	1,170.22	11.97
8-1311-431-00-124-363-1-334	L & R GARZA-ENG & ARCH SRV	.00	1,805.25	831.25	.00	974.00	46.05
8-1311-431-00-124-363-1-339	L & R GARZA-OTHER PROF SRV	.00	622.29	602.29	.00	20.00	96.79
8-1311-431-00-124-363-1-733	L & R GARZA-DRAINAGE DITCHES	.00	10,763.58	.00	.00	10,763.58	.00
8-1311-431-00-124-363-1-734	L & R GARZA-SUBDIVISION STREETS	.00	34,148.02	.00	.00	34,148.02	.00
8-1311-431-00-124-482-0-312	MORNING SIDE ESTATES-INDIRECT COST	.00	1,068.21	.00	.00	1,068.21	.00
8-1311-431-00-124-482-0-334	MORNING SIDE ESTATES-ENG & ARCH SRV	.00	263.10	.00	.00	263.10	.00
8-1311-431-00-124-482-0-339	MORNING SIDE ESTATES-OTHER PROF SRV	.00	288.61	11.60	.00	277.01	4.02
8-1311-431-00-124-482-0-734	MORNING SIDE ESTATES-SUBDIVISION STREETS	.00	1,774.14	.00	.00	1,774.14	.00
8-1311-431-00-124-541-0-312	PALMA S/D #1-INDIRECT COST	.00	2,962.69	.00	353.92	2,608.77	11.95
8-1311-431-00-124-541-0-334	PALMA S/D #1-ENG & ARCH SRV	.00	4,011.25	1,857.25	.00	2,154.00	46.30
8-1311-431-00-124-541-0-339	PALMA S/D #1-OTHER PROF SRV	.00	1,516.73	1,516.73	.00	.00	100.00
8-1311-431-00-124-541-0-733	PALMA S/D #1-DRAINAGE DITCHES	.00	27,054.97	.00	.00	27,054.97	.00
8-1311-431-00-124-541-0-734	PALMA S/D #1-SUBDIVISION STREETS	.00	73,148.63	.00	.00	73,148.63	.00
8-1311-431-00-124-543-0-312	PALMA S/D #2-INDIRECT COST	.00	2,831.29	.00	338.34	2,492.95	11.95
8-1311-431-00-124-543-0-334	PALMA S/D #2-ENG & ARCH SRV	.00	3,839.15	1,771.75	.00	2,067.40	46.15
8-1311-431-00-124-543-0-339	PALMA S/D #2-OTHER PROF SRV	.00	1,413.21	1,413.21	.00	.00	100.00
8-1311-431-00-124-543-0-733	PALMA S/D #2-DRAINAGE DITCHES	.00	23,924.04	.00	.00	23,924.04	.00
8-1311-431-00-124-543-0-734	PALMA S/D #2-SUBDIVISION STREETS	.00	71,772.12	.00	.00	71,772.12	.00
8-1311-431-00-124-585-1-312	RAMBO ESTATES-INDIRECT COST	.00	1,428.20	.00	170.36	1,257.84	11.93
8-1311-431-00-124-585-1-334	RAMBO ESTATES-ENG & ARCH SRV	.00	1,937.10	893.00	.00	1,044.10	46.10
8-1311-431-00-124-585-1-339	RAMBO ESTATES-OTHER PROF SRV	.00	1,085.11	206.02	479.09	400.00	63.14

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-124-585-1-733	RAMBO ESTATES-DRAINAGE DITCHES	.00	8,285.08	.00	.00	8,285.08	.00
8-1311-431-00-124-585-1-734	RAMBO ESTATES-SUBDIVISION STREETS	.00	39,565.36	.00	.00	39,565.36	.00
8-1311-431-00-124-612-0-312	RENA RAE S/D-INDIRECT COST	.00	3,779.62	.00	451.51	3,328.11	11.95
8-1311-431-00-124-612-0-334	RENA RAE S/D-ENG & ARCH SRV	.00	3,836.60	2,365.50	.00	1,471.10	61.66
8-1311-431-00-124-612-0-339	RENA RAE S/D-OTHER PROF SRV	.00	3,216.65	1,927.45	1,289.20	.00	100.00
8-1311-431-00-124-612-0-733	RENA RAE S/D-DRAINAGE DITCHES	.00	62,383.75	12,043.75	32,440.00	17,900.00	71.31
8-1311-431-00-124-612-0-734	RENA RAE S/D-SUBDIVISION STREETS	.00	130,998.05	98,650.50	26,375.00	5,972.55	95.44
8-1311-431-00-124-785-0-312	VILLA DEL MUNDO-INDIRECT COST	.00	9,206.03	.00	.00	9,206.03	.00
8-1311-431-00-124-785-0-334	VILLA DEL MUNDO-ENG & ARCH SRV	.00	23.08	.00	.00	23.08	.00
8-1311-431-00-124-785-0-339	VILLA DEL MUNDO-OTHER PROF SRV	.00	4,918.40	4,882.10	.00	36.30	99.26
8-1311-431-00-124-793-0-334	WARE COUNTY-ENG & ARCH SRV	.00	1,167.00	279.00	.00	888.00	23.91
8-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	.00	397.60	.00	.00	397.60	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II		**.00**	**7,466,503.51**	**1,832,705.26**	**1,081,121.69**	**4,552,676.56**	**39.03**
8 YEAR		**.00**	**7,466,503.51**	**1,832,705.26**	**1,081,121.69**	**4,552,676.56**	**39.03**

AI-10919 **22.I.1.**

BCAP PCT NO 1 - WORK AUTHORIZATIONS
CC REGULAR

Date: 09/02/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for discussion, consideration, and approval corrected the following work authorizations between Hidalgo County & L & G Engineering Labratory:
a. Work Authorization No 1 with the corrected proposed fee of $1,026.68 and not $2,285.40 for Bernal Subd
b. Work Authorization No 2 with the corrected proposed fee of $1,986.11 and not $2,491.29 for Highland Subd and not as previously approved as La Palma Subd
c. Work Authorization No 3 with the corrected proposed fee of $1,030.55 and not $2,285.40 for Chapa 3
d. Work Authorization No 4 with the corrected proposed fee of $1,026.68 and not $2,636.65 for La Palma Subd. and not as previously approved as Highland Subd.
including the acceptance and substitution of all the corrected supporting documentation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-105-1-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for req #137981 $1,310.60 as of 8-29-08 for L & G Engineering, LLC for Bernal S/D.

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-318-1-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in req #137979 $1,999.16 as of 8-29-08 for L & G Engineering, LLC for High Land.

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-150-1-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 8-29-08 $700.00; Amount available in req #136005 $336.84 as of 8-29-08 for L & G Engineering, LLC for Chapa III.

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-391-0-339

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

BUDGETARY IMPACT:

Amount available in req #135981 $3,038.30 as of 8-29-08 for L & G Engineering, LLC for La Palma S/D.

Attachments

Link: work authorizations 1-4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 05:33 PM	APRV
2	Budget & Management	Veronica Lopez	08/29/2008 07:47 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/29/2008 08:10 AM	APRV
4	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Laura Moya Started On: 08/28/2008 04:49 PM

Final Approval Date: 08/29/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-00-00
Work Authorization Form

WORK AUTHORIZATION NO. 01

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Bernal Subdivision (between FM 491 & Mile 12 North) Project in Hidalgo County Precinct No. One (1).**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$1,310.40**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.01 shall be funded through funding source:
Account No. 8-1311-431-00-121-105-1-339
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 01.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:	THE OWNER:
L&G ENGINEERING LABORATORY, LLC	HIDALGO COUNTY
_____	_____
By: Jacinto Garza	By: Juan D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: **Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project**.

ATTACHMENT "B"

Scope of Services (Engineer)

***PROJECT*: Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project in Hidalgo County Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

Work Schedule

PROJECT: **Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-022-05-20.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project in Hidalgo County Precinct No. One (1).**

See Attached

Attachment "D"
Bernal Subdivision (between FM 491 & Mile 12 North)(Approx. 1,237 L.F.)
Prepared For Hidalgo County Pct. No. 1

In Situ Subgrade Laboratory Testing				
Tech Time	0.25	Hrs.	$43.60	$10.90
Trip Charge	5	Mi	$0.473	$2.37
Proctor	1	Ea.	$170.20	$170.20
Atterberg	1	Ea.	$47.85	$47.85
Admin.	0.125	Hrs.	$42.55	$5.32
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	**$260.82**

In-Situ Subgrade Field Density Testing				
Tech Time	0.25	Hrs.	$43.60	$10.90
Trip Charge	5	Mi	$0.473	$2.37
Comp. Test	2	Ea.	$19.15	$38.30
Admin.	0.125	Hrs.	$42.55	$5.32
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	**$81.07**

Roadway Base Materials Testing - Laboratory				
Tech Time	0.25	Hrs.	$43.60	$10.90
Trip Charge	5	Mi.	$0.473	$2.37
Sieve Analysis	1	Ea.	$47.90	$47.90
Texas Wet Ball Mill	1	Ea.	$186.20	$186.20
Atterberg	1	Ea.	$47.85	$47.85
Moisture-Density Determ	1	Ea.	$170.20	$170.20
Admin	0.125	Hrs.	$42.55	$5.32
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	**$494.92**

Base Material Field Density Testing				
Tech Time	0.25	Hrs.	$43.60	$10.90
Trip Charge	4	Mi	$0.473	$1.89
Comp. Test	1	Ea.	$19.15	$19.15
Admin.	0.125	Hrs.	$42.55	$5.32
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	**$61.44**

Asphalt Testing-Field and Laboratory				
Tech Time	0.25	Hrs.	$53.40	$13.35
Trip Charge	5	Mi	$0.473	$2.37
Rolling Patterns	1	Ea.	$31.90	$31.90
Laboratory Molded (ga)	1	Ea.	$26.60	$26.60
%AC-Grad	1	Ea.	$186.10	$186.10
Rice Gravity (gr)	1	Ea.	$90.40	$90.40
Admin.	0.125	Hrs.	$42.55	$5.32
Asphalt Thickness	1	Ea.	$31.95	$31.95
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	$412.17

Total Estimated Materials Testing Fees $1,310.40

Account Inquiry - FAINQ01A 01/22/08 8:50 am

Account No 3-1311-431-00-121-105-1-339 Accounting Period 13 Period YTD 213576 pg 07 -1 1 1

Acct. Year 8 Previous Year Info. Description BERNAL-OTHER PROF SRV

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | All

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	.00	1,310.60	.00	1,310.60-
02	.00	1,486.40	.00	175.80	.00
07	.00	.00	1,310.60-	.00	1,310.60
YTD	.00	1,486.40	.00	175.80	1,310.60
PRE	.00	.00	.00	.00	.00
TOT	.00	1,486.40	.00	175.80	1,310.60

- $1143.26

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-00-00
Work Authorization Form

WORK AUTHORIZATION NO. 02

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Project in Hidalgo County Precinct No. One (1).**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$1,986.11**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.02 shall be funded through funding source:
Account No. 8-1311-431-00-121-318-1-339
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 02.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:	THE OWNER:
L&G ENGINEERING LABORATORY, LLC	HIDALGO COUNTY
_____	_____
By: Jacinto Garza	By: Juan D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: **Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project**.

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project in Hidalgo County Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

Work Schedule

PROJECT: **Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-022-05-20.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project in Hidalgo County Precinct No. One (1).**

See Attached

Attachment "D"
Highland Subdivision (between FM 491 1/4 Mile East on Mile 9 North)
Prepared For Hidalgo County Pct. No. 1

In Situ Subgrade Laboratory Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	16	Mi	$0.473	$7.57
Proctor	1	Ea.	$170.20	$170.20
Atterberg	1	Ea.	$47.85	$47.85
Admin.	0.125	Hrs.	$42.55	$5.32
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	**$342.32**
In-Situ Subgrade Field Density Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	16	Mi	$0.473	$7.57
Comp. Test	3	Ea.	$19.15	$57.45
Admin.	0.125	Hrs.	$42.55	$5.32
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	**$181.72**
Roadway Base Materials Testing - Laboratory				
Tech Time	1.5	Hrs.	$43.60	$65.40
Trip Charge	16	Mi.	$0.473	$7.57
Sieve Analysis	1	Ea.	$47.90	$47.90
Texas Wet Ball Mill	1	Ea.	$186.20	$186.20
Atterberg	1	Ea.	$47.85	$47.85
Moisture-Density Determ	1	Ea.	$170.20	$170.20
Admin	0.125	Hrs.	$42.55	$5.32
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	**$554.62**
Base Material Field Density Testing				
Tech Time	1.5	Hrs.	$43.60	$65.40
Trip Charge	16	Mi	$0.473	$7.57
Comp. Test	3	Ea.	$19.15	$57.45
Admin.	0.125	Hrs.	$42.55	$5.32
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	**$159.92**
Asphalt Testing-Field and Laboratory				
Tech Time	3.5	Hrs.	$53.40	$186.90
Trip Charge	32	Mi	$0.473	$15.14
Rolling Patterns	1	Ea.	$31.90	$31.90
Laboratory Molded (ga)	3	Ea.	$26.60	$79.80
%AC-Grad	1	Ea.	$186.10	$186.10
Rice Gravity (gr)	1	Ea.	$90.40	$90.40
Admin.	0.125	Hrs.	$42.55	$5.32
Asphalt Thickness	4	Ea.	$31.95	$127.80
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	$747.54

Total Estimated Materials Testing Fees $1,986.11

Account Inquiry - FAINQ01A 01/22/08 8:50 am

Account No 3-1311-431-00-121-318-1-339 Accounting Period 13 Period YTD 213601 pg 07 -1 1 1

Acct. Year 8 Previous Year Info. Description HIGH LAND-OTHER PROF SRV

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | All

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	.00	1,999.16	.00	1,999.16-
02	.00	2,174.96	.00	175.80	.00
07	.00	.00	1,999.16-	.00	1,999.16
YTD	.00	2,174.96	.00	175.80	1,999.16
PRE	.00	.00	.00	.00	.00
TOT	.00	2,174.96	.00	175.80	1,999.16

- $492.13

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-00-00
Work Authorization Form

WORK AUTHORIZATION NO. 03

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Project in Hidalgo County Precinct No. One (1).**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$1,030.55**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.03 shall be funded through funding source:
Account No. 8-1311-431-00-121-150-1-339
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 03.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:	THE OWNER:
L&G ENGINEERING LABORATORY, LLC	HIDALGO COUNTY
_____	_____
By: Jacinto Garza	By: Juan D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Construction Project**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Chapa 3-Mile 12 N. Subdivision (between FM 88 & Mile 6 West) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Construction Project in Hidalgo County Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-022-05-20.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Construction Project in Hidalgo County Precinct No. One (1).**

See Attached

Attachment "D"
Chapa 3 Mile 12 1/2 North Between FM 88 & Mi. 6 West
Prepared For Hidalgo County Pct. No. 1

In Situ Subgrade Laboratory Testing				
Tech Time	0.125	Hrs.	$43.60	$5.45
Trip Charge	4	Mi	$0.473	$1.89
Proctor	1	Ea.	$170.20	$170.20
Atterberg	1	Ea.	$47.85	$47.85
Admin.	0	Hrs.	$42.55	$0.00
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	**$249.57**

In-Situ Subgrade Field Density Testing				
Tech Time	0.125	Hrs.	$43.60	$5.45
Trip Charge	4	Mi	$0.473	$1.89
Comp. Test	1	Ea.	$19.15	$19.15
Admin.	0	Hrs.	$42.55	$0.00
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	**$50.67**

Roadway Base Materials Testing - Laboratory				
Tech Time	0.125	Hrs.	$43.60	$5.45
Trip Charge	4	Mi.	$0.473	$1.89
Sieve Analysis	1	Ea.	$47.90	$47.90
Atterberg	1	Ea.	$47.85	$47.85
Moisture-Density Determ	1	Ea.	$170.20	$170.20
Admin	0	Hrs.	$42.55	$0.00
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.06	Hrs.	$134.95	$8.10
			Sub.	**$288.70**

Base Material Field Density Testing				
Tech Time	0.125	Hrs.	$43.60	$5.45
Trip Charge	4	Mi	$0.473	$1.89
Comp. Test	1	Ea.	$19.15	$19.15
Admin.	0	Hrs.	$42.55	$0.00
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.06	Hrs.	$134.95	$8.10
			Sub.	**$41.90**

Asphalt Testing-Field and Laboratory				
Tech Time	0.125	Hrs.	$53.40	$6.68
Trip Charge	4	Mi	$0.473	$1.89
Rolling Patterns	1	Ea.	$31.90	$31.90
Laboratory Molded (ga)	1	Ea.	$26.60	$26.60
%AC-Grad	1	Ea.	$186.10	$186.10
Rice Gravity (gr)	1	Ea.	$90.40	$90.40
Admin.	0	Hrs.	$42.55	$0.00
Asphalt Thickness	1	Ea.	$31.95	$31.95
Eng. Spec.	0.125	Hrs.	$58.50	$7.31
Engineer	0.125	Hrs.	$134.95	$16.87
			Sub.	$399.70

Total Estimated Materials Testing Fees $1,030.55

Account Inquiry - FAINQ01A 01/22/08 8:50 am

Account No 3-1311-431-00-121-150-1-339 Accounting Period 13 Period YTD 213581 pg 07 -1 1 1

Acct. Year 8 Previous Year Info. Description CHAPA III-OTHER PROF SRV

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | All

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	.00	336.84	.00	336.84-
02	.00	766.58	.00	429.74	.00
07	.00	.00	336.84-	.00	336.84
YTD	.00	766.58	.00	429.74	336.84
PRE	.00	.00	336.84	.00	336.84-
TOT	.00	766.58	336.84	429.74	.00

- $2235.40

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-00-00
Work Authorization Form

WORK AUTHORIZATION NO. 04

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd.) Project in Hidalgo County Precinct No. One (1).**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$1,026.68**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.04 shall be funded through funding source:
Account No. 8-1311-431-00-121-391-0-339
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 04.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd.) Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd.) Construction Project**.

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd.) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd.) Construction Project in Hidalgo County Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

Work Schedule

PROJECT: **La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd) Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-022-05-20.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd) Construction Project in Hidalgo County Precinct No. One (1).**

See Attached

Attachment "D"

_a Palma 1 Subdivision between Mile 7 N.-500' East of Midway(Overlay Only)

Prepared For Hidalgo County Pct. No. 1

Asphalt Testing-Field and Laboratory					
Tech Time	6	Hrs.	$53.40		$320.40
Trip Charge	30	Mi	$0.473		$14.19
Rolling Patterns	1	Ea.	$31.90		$31.90
Laboratory Molded (ga)	3	Ea.	$26.60		$79.80
%AC-Grad	1	Ea.	$186.10		$186.10
Rice Gravity (gr)	1	Ea.	$90.40		$90.40
Admin.	1.5	Hrs.	$42.55		$63.83
Asphalt Thickness	6	Ea.	$31.95		$191.70
Eng. Spec.	0.25	Hrs.	$58.50		$14.63
Engineer	0.25	Hrs.	$134.95		$33.74
				Sub.	$1,026.68

Total Estimated Materials Testing Fees $1,026.68

Account Inquiry - FAINQ01A 01/22/08 8:50 am

Account No 3-1311-431-00-121-391-0-339 Accounting Period 13 Period YTD 213511 pg 07 -1 1 1

Acct. Year 8 Previous Year Info. Description LA PALMA S/D-OTHER PROF SRV

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | All

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	.00	3,038.30	.00	3,038.30-
02	.00	3,038.30	.00	.00	.00
07	.00	.00	3,038.30-	.00	3,038.30
YTD	.00	3,038.30	.00	.00	3,038.30
PRE	.00	.00	3,038.30	.00	3,038.30-
TOT	.00	3,038.30	3,038.30	.00	.00

AI-10884 **22.J.1.**

BCAP PRECINCT NO 3 - ADVERTISE
CC REGULAR

Date: 09/02/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of the following;
A. North Country Estates - Diosa Street
B. North Country Estates 2 - Earth Street
C. Basham 16 - County Rd A'
D. Projects carried out by Project Engineer Javier Hinojosa Engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-065-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-066-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-462-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 11:12 AM	APRV
2	Budget & Management	Veronica Lopez	08/28/2008 11:37 AM	APRV
3	Erika Reyna	Erika Reyna	08/28/2008 01:58 PM	APRV
4	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Laura Moya

Started On: 08/27/2008 05:00 PM

Final Approval Date: 08/29/2008

AI-10881 **22.K.1.**

SONY LCD TV
CC REGULAR

Date: 09/02/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority for Hidalgo County to purchase equipment and peripherals through the County's membership/participation with (TASB) Buyboard pricing awarded vendor B&H Photo Video contract # 242-06 requisition #138354 in the total amount of $5,873.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81228421002800060748
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Requisition # 138354

FISCAL YEAR: 2008 **ACCT. #:** 81228421002800060664
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance as of 08/29/08 $ 17,747.04.

Attachments

Link: SONY TV

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 11:08 AM	APRV
2	Budget & Management	Veronica Lopez	08/28/2008 11:36 AM	APRV
3	Rey Salazar	Rey Salazar	08/29/2008 08:15 AM	APRV
4	Erika Reyna	Erika Reyna	08/29/2008 09:01 AM	APRV
5	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Matilde Faz Started On: 08/27/2008 04:52 PM

Final Approval Date: 08/29/2008

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00138354
PO #
Date: 08/25/08

Regular
10881
9/2/08

Bill To: x
x

Vendor : 220205
B & H PHOTO VIDEO
420 NINTH AVE.
NEW YORK NY 10001
FAX (212)239-7759

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: G.TIJERINA
956-393-6013

Contract No: 242-06
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5	EACH	SONY 40 INCH 1080P BRAVIA LCD TV/REG SOKDL40S4100/KDL4S4100	1,079.00	5,395.00
1		SHIPPING FEE	350.00	350.00
		Account No	Encumbrance	
		8-1228-421-00-280-006-0-748	5,745.00	
			Freight	.00
			Total	5,745.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

buyboard
246-06

Authorized By: _____

B&H PHOTO - VIDEO - PRO AUDIO
The Professional's Source

420 Ninth Avenue, New York, NY 10001 • Fax: 212.239.7770

PHOTO 1-212 444-6600 1-800 947-9950
DIGITAL PHOTO 1-212 444-6700 1-800 947-9978
VIDEO 1-212 444-5000 1-800 947-9910
PRO AUDIO 1-212 444-5070 1-800 947-1183

To Inquire About Your Order Tel: 212.239.7765 - 800.221.5743 • Fax: 212.239.7549 - 800.947.2215

www.bhphotovideo.com

Bid No.: 237610490
Bid No. 24206

Sold To:
County Of Hidalgo Sheriff Dep.
Po Box 359
Attn: Joel Castro
EDINBURG, TX 78540

Ship To:
County Of Hidalgo Sheriff Dep.
711 El Cibolo
EDINBURG TX 78542

Bill Phone: (956)383-8114

(956)383-8114 Ext.:6022

Date	Customer Code	Terms	Salesperson	Ship Via
08/20/08	4746244	30 DAY	L8	TRUCK

Qty Ord	Item Description	SKU# Catalog#	Item Price	Amount
5	SONY 40" 1080p BRAVIA LCD TV/REG	SOKDL40S4100 KDL40S4100	1,079.00	5,395.00
2	BENTLEY PLAW-6000F LCD/PLASMA FLUSH WALL MOUNT/REG 664	BEPLAW6000F PLAW6000F	64.00	128.00

NOTE! ----------
buy board contract # 242-06

PLEASE NOTE: ----------
*********B&H HOLIDAY SCHEDULE********
B&H will be OPEN Labor Day Monday, September 1st
From 10:00AM Till 7:00PM
**** All POs must reference our bid number *****

Payment Type -	Amount
NO PAYMENT TYPE SELECTED	5,873.00

Sub-Total:	5,523.00
Shipping:	350.00
Total:	5,873.00

Customer Copy

B&H PHOTO - VIDEO - PRO AUDIO
The Professional's Source
420 Ninth Avenue, New York, NY 10001 • Fax: 212.239.7770
PHOTO 1-212 444-6600 1-800 947-9950
DIGITAL PHOTO 1-212 444-6700 1-800 947-9978
VIDEO 1-212 444-5000 1-800 947-9910
PRO AUDIO 1-212 444-5070 1-800 947-1183
To Inquire About Your Order Tel: 212.239.7765 - 800.221.5743 • Fax: 212.239.7549 - 800.947.2215
www.bhphotovideo.com

Federal ID#: 13-2764071

Bid No.: 237610490

Sold To:
County Of Hidalgo Sheriff Dep.
Po Box 359
Attn: Joel Castro
EDINBURG, TX 78540

Ship To:
County Of Hidalgo Sheriff Dep.
711 El Cibolo
EDINBURG TX 78542

Bill Phone: **(956)383-8114**

(956)383-8114 Ext.:6022

Date	Customer Code	Terms	Salesperson	Ship Via
08/20/08	1746244	30 DAY	LS	TRUCK

Qty Ord	Item Description	SKU# Catalog#	Item Price	Amount
5	SONY 40" 1080p BRAVIA LCD TV/REG	SOKDL40S4100 KDL40S4100	1,079.00	5,395.00
2	BENTLEY PLAW-6000F LCD/PLASMA FLUSH WALL MOUNT/REG	BEPLAW6000F PLAW6000F	64.00	128.00

PLEASE NOTE: ----------
*********B&H HOLIDAY SCHEDULE*********
B&H will be OPEN Labor Day Monday, September 1st
From 10:00AM Till 7:00PM
**** All POs must reference our bid number *****

Payment Type -	Amount
NO PAYMENT TYPE SELECTED	5,873.00

Sub-Total:	5,523.00
Shipping:	350.00
Total:	5,873.00

AI-10885 **22.K.2.**

Approval to Execute Agreement with L&G Engineering Laboratory for geotechnical and Laboratory Testing Services
CC REGULAR

Date: 09/02/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration, and approval to execute a professional engineering services contract/agreement for the provision of Geotechnical Engineering & Laboratory Testing Services with L&G Engineering Laboratory, LLC for the "Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area" as authorized & approved for negotiations by CC on 1/14/08.

BACKGROUND

C-08-051A-09-02

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-423-00-280-036-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 8-29-08 $2,803,731.47.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 03:40 PM	APRV
2	Budget & Management	Veronica Lopez	08/28/2008 03:48 PM	APRV
3	Rey Salazar	Rey Salazar	08/29/2008 08:20 AM	APRV
4	Manuel Chapa	Manuel Chapa	08/29/2008 09:14 AM	APRV
5	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Rocio Villarreal — Started On: 08/27/2008 05:01 PM

Final Approval Date: 08/29/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES

C-08-051A-09-02

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and L&G Engineering Laboratory, LLC, Professional Engineers of Mercedes, 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 Geotechnical Engineering & Laboratory Testing Services for, **"Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area,"** 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 topographic survey services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2
Character and Extent of Services

This Agreement will provide for 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 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 amount payable by the **Owner** to the **Engineer** for ***Services*** will be in the amount of **$12,828.71**, 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

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: L & G Engineering Laboratory
2100 W. Expressway 83
Mercedes, TX 78570

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.

(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.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the **September 2, 2008**.

OWNER:

HIDALGO COUNTY

BY: _____
Juan D. Salinas, County Judge

ENGINEER:

L&G Engineering Laboratory

BY: _____
Jacinto Garza, P.E.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to form:

Atlas & Hall L.L.P.

_____
By: Stephen L. Crain

Approved by Commissioners' Court on 09/02/08

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"

SCOPE OF SERVICES BY THE OWNER

EXHIBIT "A"
Scope of Services to be Provided by Owner

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

GENERAL
The **Owner** will provide to **L&G Engineering Laboratory** the following:

(1) Authorization to begin geotechnical work and Right-of-Entry to perform work.

(2) Payment for work performed by the **Laboratory** and accepted by the **Owner**.

(3) Assistance to the **Laboratory**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Laboratory** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **Laboratory**'s request for information and/or required submittals and deliverables, in order for the **Laboratory** to maintain the agreed-upon work schedule prepared in accordance with **ATTACHMENT "C"** attached hereto.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Laboratory**.

EXHIBIT "B"

SCOPE OF SERVICES BY ENGINEER

EXHIBIT "B"
Scope of Services to be Provided by Laboratory

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

GENERAL

The Scope of Work will entail that **L&G Engineering Laboratory** provide to **The County of Hidalgo** a Geotechnical Report for the aforementioned project. The Geotechnical Report will include the following:

(1) Boring logs with location maps and figures describing the general contour of the proposed construction site.

(2) Net allowable bearing capacity of the in situ soils along with the corresponding factor of safety used in our calculations.

(3) Minimum and maximum founding depths and sizes of foundations needed to achieve maximum bearing capacity.

(4) Effects of foundation size on allowable bearing capacity.

(5) Potential for soil expansion/contraction due to changes in soil moisture.

(6) Foundation design parameters for WRI and PTI foundation designs.

(7) Drilled shaft analysis, if applicable.

(8) Soil improvement methods and procedures, if applicable.

(9) Recommendations for construction and inspection.

(10) Additional considerations and recommendations where applicable.

(11) Pavement thickness recommendations.

EXHIBIT "C"

FEE BREAKDOWN

EXHIBIT "C"
Work Schedule

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

The **Laboratory** will provide the deliverables for this work authorization as follows:

- Drilling operations can begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting.

- Drilling operations will take approximately two (2) to three (3) days to complete.

- Report and engineering analyses will be completed within two (2) weeks after completion of the drilling operations.

The Laboratory **will inform the** Owner **(in reasonable advance of the delay) should the** Laboratory **encounter delays that would prevent the performance of all work in accordance with the above work schedule.**

EXHIBIT "D"

ENGINEER'S CONTRACT RATES

EXHIBIT "D"
Cost Proposal

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

Please see attached Fee Schedule for the **Engineer's** contract rates and estimate.

EXHIBIT "D"
Cost Proposal

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

Please see attached Fee Schedule for the **Engineer's** contract rates and estimate.

Fee Schedule
Geotechnical Engineering and Laboratory Testing Services
Hidalgo County Sheriff's Office Substation - Weslaco, TX

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal/Project Manager/Review		Hours	2	$ 130.00	$ 260.00
	B. Senior Project Engineering Specialist		Hours	8	$ 85.00	$ 680.00
	C. Typing and Clerical		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	2	$ 42.00	$ 84.00
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Lump Sum			
	E. Mileage		Mile	25	$ 0.500	$ 12.50
III.	**Field Exploration**					
A	Mobilization/Demobilization		Lump Sum	1	$ 400.00	$ 400.00
B	Field Exploration					
	1. Soil Drilling THD Cone		Feet			
	2. Soil Drilling - Standard Penetration		Feet	90	$ 14.00	$ 1,260.00
	3. Field Logger / Engineering Tech		Hour	10	$ 42.00	$ 420.00
	4. 24 Hr. Water Level Obs./Cover Boreholes		Hour	2	$ 42.00	$ 84.00
	5. Piezometers		Each			
	7. Support Vehicle Charge		Mile	25	$ 0.50	$ 12.50
IV	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours	8	$ 110.00	$ 880.00
	2. Engineering Spec. (Soil Classification)		Hours	3	$ 85.00	$ 255.00
	3. Engineering Spec. (Logs & Report)		Hours	3	$ 85.00	$ 255.00
	4. Moisture Content		Ea.	33	$ 7.00	$ 231.00
	5. Atterberg Limits		Ea.	12	$ 55.00	$ 660.00
	6. -200 Determination		Ea.	12	$ 50.00	$ 600.00
	7. Consolidation Tests		Ea.	1	$ 65.00	$ 65.00
	8. Un-Confined Compression		Ea.	6	$ 50.00	$ 300.00
	9. Unit Dry Weight		Ea.	4	$ 25.00	$ 100.00
	10. Hydrometer Analysis		Ea.	1	$ 65.00	$ 65.00
	Project Total					**$ 6,624.00**

FEE SCHEDULE
Geotechnical Engineering & Laboratory Testing Services

L&G ENGINEERING LABORATORY

		Hidalgo County Sheriff's Office Substation	MANHOURS Senior Project Manager	Geotechnical Engineer	E.I.T.	Admin/Clerical		Total
TASK								
	1	Bearing Capacity Analysis			6			6
	2	PVR Calculations		2	3			5
	3	Value Engineering/Recommendations	2	3	3			8
	4	AASHTO Pavement Design		1	2			3
	5	Geotechnical Report	2	4	15	2		23
	7	Meeting and Coordination	1	2	2			5
		Subtotal	**5**	**12**	**31**	**2**	**0**	**50**
Labor Hours			**5**	**12**	**31**	**2**	**0**	**50**
Contract Rates			$ 50.00	$ 46.45	$ 37.00	$ 17.50		
Direct Salary Cost			$ 250.00	$ 557.40	$ 1,147.00	$ 35.00	$ -	$ 1,989.40
Overhead Multiplier		175.00%	$ 437.50	$ 975.45	$ 2,007.25	$ 61.25	$ -	$ 3,481.45
Fixed Fee		12.50%	$ 85.94	$ 191.61	$ 394.28	$ 12.03	$ -	$ 683.86
Total Labor Costs			**$ 773.44**	**$ 1,724.46**	**$ 3,548.53**	**$ 108.28**	**$ -**	**$ 6,154.71**

LINE ITEM EXPENSES

Printing Reproduction	$ 50.00	
Laboratory Testing	$ 6,624.00	
Total Expenses	**$ 6,674.00**	
L&G Laboratory Total Cost		**$ 12,828.71**

EXHIBIT "E"

CERTIFICATE OF INSURANCE

Client#: 11734 LGLABOR

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/23/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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

INSURED
L & G Engineering Laboratory LLC
2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	39357
INSURER B: Travelers Indemnity	25682
INSURER C: SOUTHERN VANGUARD INSURANCE COMPANY	
INSURER D: Steadfast Insurance Co.	26387
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: [ ] POLICY [ ] PRO-JECT [ ] LOC	PACP2543B748TLC08	07/19/08	07/19/09	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 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BA3052L0108	07/19/08	07/19/09	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	$ $ $
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10000	CUP7142Y40ATCT08	07/19/08	07/19/09	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSV000267901	07/23/08	07/23/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D		OTHER Professional	PEC9670605	07/19/08	07/19/09	$2,000,000 Ea. Claim $2,000,000 Aggregate $10,000 Ded. Ea. Claim	

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

** Workers Comp Information **
Blanket Waiver of Subrogation

** Supplemental Name **
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC

AI-10880 **22.L.1.**

Truck for R.O.W.
CC REGULAR

Date: 09/02/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Right of Way

Information

CAPTION

Requesting authority for Hidalgo County to purchase a 2008 Chevy HD2500 Extended-cab Truck through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor Caldwell Country Chevrolet in the total amount of $25,205.00. (Administration and delivery fees included)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1200-431-00-260-001-0-741
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is pending an interfund transfer (AI-10912) in the amount of $22,840.76.

Attachments

Link: Quote for ROW Truck

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 11:07 AM	APRV
2	Budget & Management		08/29/2008 05:55 PM	PEND
3	Dale Kennan	Dale Kennan	08/28/2008 03:59 PM	APRV
4	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Gricelda Villarreal Started On: 08/27/2008 04:50 PM

Final Approval Date: 08/29/2008

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	8/28/2008

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP/ADRIENNE GATTIS
Phone:	956-318-2626	Phone:	979-567-6115
Fax:	956-292-7612	Fax:	979-567-0853
Email:	oscarg.garza@co.hidalgo.tx.us	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A28	Description:	2008 CHEVROLET HD2500

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,890.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
4 WHEEL DRIVE-4X4	3186		
EXTENDED CAB	1210		
AUTOMATIC	INCL		
AMFM-CD	INCL		
TOW PACKAGE-Z82	188		
LOCKING DIFFERENTIAL G80	265		
POWER LOCKS AU3	162	Subtotal From Additional Sheet(s):	
TOW HOOKS V76	31	**Subtotal B:**	5042

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY TO EDINBURG	673		
EXTERIOR COLOR: WHITE			
		Subtotal D:	673

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 24605

Quantity Ordered:	1	X Subtotal of A + B + C + D:	24605	=	**Subtotal E:**	24605

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
SERIAL#1GCHK29K18E210909				
				Subtotal G: 0

Delivery Date:	**IN STOCK**	**H. Total Purchase Price (E+F+G):**	25205

AI-10904 **22.M.1.**

County Clerk's Office-Interlocal Agreement-TDHS-Issuance of Birth Certificates

CC REGULAR

Date: 09/02/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

Requesting approval to enter into an Interlocal Agreement with the Texas Department of State Health Services of Vital Statistics and Hidalgo County for issuance of Birth Certificates at NO COST to the County. Commensing 09/01/2008, Expiring 08/31/2010.

BACKGROUND

Interlocal Agreement by DSHS

Fiscal Impact

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

BUDGETARY IMPACT:

For the purposes of issuing Birth Certificates at NO COST to the County.

No fiscal impact; Agreement is entered into at no cost to Co.

Attachments

Link: Draft Interlocal Contract-Vital Statistics

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 05:25 PM	APRV
2	Budget & Management	Veronica Lopez	08/29/2008 07:44 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/29/2008 07:55 AM	APRV
4	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Letty Saenz Started On: 08/28/2008 11:51 AM

Final Approval Date: 08/29/2008

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2009-028760-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Performing Agency), an agency of the State of Texas, for DSHS Program Vital Statistics Unit and HIDALGO COUNTY (Receiving Agency), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** Performing Agency agrees to provide and Receiving Agency agrees to purchase the services and/or goods as described in this Contract.

2. **Total Amount of the Contract.** The total amount of this Contract shall be determined by the number of birth certificates printed as a result of searches of the database.

3. **Term of the Contract.** This Contract begins on **09/01/08** and ends on **08/31/2010.** The Parties are not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

4. **Authority.** Performing Agency enters into this Contract under the authority of Health and Safety Code, Chapter 1001. If this is an interagency, contract authority is also granted through the Texas Government Code, Interagency Cooperation Act, Chapter 771 et seq. If this contract is an interlocal, contract authority is also granted through the Texas Government Code, Interlocal Cooperation Act, Chapter 791 et seq.

5. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Exhibits, if applicable

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by Performing Agency and Receiving Agency and incorporated herein through written amendment.

This Contract may be modified within the Contract period by written amendment signed by both Parties.

6. **Statement of Work.**

Performing Agency agrees to provide on-line computer services in support of Receiving Agency from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

Receiving Agency will search Performing Agency databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by Performing Agency. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

Receiving Agency will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by Performing Agency. Performing Agency will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

Receiving Agency acknowledges that records may not be located in the searching process instituted by Receiving Agency or records, which are located, may have errors due to:

A) normal key-entry errors in spellings;

B) accidental failure on the part of the Performing Agency to update a file for an amendment or paternity determination; and

C) the event year does not exist on the system.

Receiving Agency will notify Performing Agency in writing, at least monthly of errors or suspected errors that exist on the data base information.

Receiving Agency is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

Receiving Agency is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 195 of the Health and Safety Code and the regulations adopted there under.

7. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by DSHS or goods provided under this Contract:

Name: Department of State Health Services
Address: 1100 West 49th Street
Austin, Texas 78756-3199
Vendor Identification Number: 35375375371000

8. **Payment Method.**

Fee for Service

Receiving Agency agrees to reimburse Performing Agency $1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

Receiving Agency agrees to charge the same base search fee for a birth certificate as Performing Agency. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

9. **Billing Instruction.** Performing Agency will submit a monthly itemized billing showing the number of transactions by date to Receiving Agency and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

10. **Confidentiality.** Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Receiving Agency will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Receiving Agency employee(s) or those who have an official need for the information and are authorized to receive such records. Receiving Agency further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

11. **Security of Patient or Client Records.** Receiving Agency agrees that all data received from Performing Agency shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify Performing Agency immediately should it detect a security violation by one of its employees or any other person. Receiving Agency is responsible for insuring that authorized Receiving Agency employee(s) use only their own individual passwords while logged into Performing Agency on-line computer applications.

Performing Agency will inactivate any individual who does not use their account for ninety (90) days. Receiving Agency shall notify Performing Agency of all branch locations.

12. **Suspension of Services Under This Contract.** In the event of an emergency or computer overload, Performing Agency may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by Performing Agency that the terms of this Contract have been violated. Performing Agency further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.

13. **Liability for Harm.** It is expressly understood that Performing Agency makes no guarantee of accuracy regarding the data provided to Receiving Agency under this contract.

14. **Termination.** This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate.

Written notice may be sent by any method, which provides verification of receipt, and the 30 days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract.

Performing Agency reserves the right to limit or cancel access under this Contract should Performing Agency determine that is has insufficient capacity in its computer system to maintain current levels of transactions by Receiving Agency and/or that continued access by Receiving Agency is detrimental to the overall efficiency and operation of Performing Agency's computer systems. Any such limitation or termination of services will be upon written notice to Receiving Agency by Performing Agency.

Upon termination of all or part of this Contract, Department and Receiving Agency will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

15. **Terms & Conditions.**

A. Federal and State Laws, Rules and Ordinances. Parties shall comply with all applicable federal and state statutes, rules and regulations.

B. Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

C. Exchange of Client-Identifying Information. Except as prohibited by other law, Receiving Agency and Performing Agency shall exchange Public Health Information (PHI) without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Health and Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable law or rules. Contractor shall disclose information described in Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Health and Safety Code §614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

D. Records Retention. DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at http://www.dshs.state.tx.us/records/schedules.shtm, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

E. Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

F. Legal Notice. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the Receiving Agency in writing) or, if sent by certified mail, on the date of receipt.

G. Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

H. Waiver. Acceptance by either party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under the Contract.

I. Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by Performing Agency and Receiving Agency to attempt to resolve any claim for breach of contract made against Performing Agency.

J. Inspections.

Receiving Agency shall permit authorized Performing Agency personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

K. Voided Records.

To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, Performing Agency is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Receiving Agency must notify Performing Agency Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

L. <u>Credits.</u>

Performing Agency will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Receiving Agency shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. Performing Agency will provide written documentation to the Receiving Agency on the status of the approval of credit requests.

16. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.
By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

AI-10837 **23.A.**

Fleet Accident/Sheriff Dept
CC REGULAR

Date: 09/02/2008
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Safety Division:
Requesting approval to accept settlement check from Farmers Insurance Company for the amount of $15,000 for an auto accident with a County vehicle. (Sheriff Dept.)

BACKGROUND

Date of Loss: 07/11/08
Acct #: 8-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/26/2008 03:47 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	08/28/2008 01:42 PM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 02:46 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 03:39 PM	APRV
5	Court Administrator	Angela Garcia	08/28/2008 03:54 PM	APRV
Form Started By: Aida Alvarez			Started On: 08/26/2008 03:13 PM	
Final Approval Date: 08/28/2008				

AI-10854 **23.B.**

Interdepartmental Transfer- Hurricane Dolly
CC REGULAR

Date: 09/02/2008
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Emergency Services
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Emergency Services:
Approval of 2008 interdepartmental transfer from County Wide Administration-Contingency to Emergency Services-Emergency Management (1100) in the amount of $7,187.10.

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:

Available balance as of 08/27/2008. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/27/2008 11:54 AM	APRV
2	Erika Reyna	Erika Reyna	08/28/2008 01:21 PM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 04:27 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 05:13 PM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 07:45 AM	APRV

Form Started By: Rosie Cantu Started On: 08/27/2008 11:09 AM

Final Approval Date: 08/29/2008

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: August 27, 2008

AI-10854

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR EMERGENCY SERVICES-EMERGENCY MANAGEMENT

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-00X-0-XXX

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

SUBJECT: Interdepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
FROM			
8-1100-415-00-115-002-0-	899	CO WIDE ADM-CONTINGENCY	(3,593.55)
8-1100-415-00-115-002-0-	899	CO WIDE ADM-CONTINGENCY	(3,593.55)
TO			
8-1100-429-00-300-023-0-	131	EMERG SRVS-OVERTIME	3,062.25
8-1100-429-00-300-023-0-	131	EMERG SRVS-OVERTIME	3,062.25
8-1100-429-00-300-023-0-	220	EMERG SRVS-FICA	234.26
8-1100-429-00-300-023-0-	220	EMERG SRVS-FICA	234.26
8-1100-429-00-300-023-0-	230	EMERG SRVS-RETIREMENT	268.87
8-1100-429-00-300-023-0-	230	EMERG SRVS-RETIREMENT	268.87
8-1100-429-00-300-023-0-	250	EMERG SRVS-UNEMPLOYMENT COMP	15.31
8-1100-429-00-300-023-0-	250	EMERG SRVS-UNEMPLOYMENT COMP	15.31
8-1100-429-00-300-023-0-	260	EMERG SRVS-WORKERS COMP	12.86
8-1100-429-00-300-023-0-	260	EMERG SRVS-WORKERS COMP	12.86
		TOTAL BUDGET INCREASE (DECREASE)	$0.00

REASON: INTERDEPARTMENTAL TRANSFER TO FUND OVERTIME WAGES APPROPRIATELY FOR EMPLOYEE NO. 148652 DUE TO INCREASED WORKLOAD AS A RESULT OF HURRICANE DOLLY.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-10871 **23.C.**

Interdept. Transfer

CC REGULAR

Date: 09/02/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

General Litigation:
Approval of 2008 interdepartmental transfer from County Wide Administration to General Litigation (1100) in the amount of $100,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-X0-115-0XX-0-8XX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 08-27-08.

Attachments

Link: 2008 Transfer for General Litigation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/27/2008 04:33 PM	APRV
2	Dale Kennan	Dale Kennan	08/28/2008 09:10 AM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 03:55 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2008 05:13 PM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 07:45 AM	APRV

Form Started By: Veronica Lopez Started On: 08/27/2008 04:15 PM

Final Approval Date: 08/29/2008

DATE: August 27, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management

ACCOUNT NUMBER: 8-1100-415-X0-115-0XX-0-8XX

2008
Transfer
AI-10871

SUBJECT: **Interdepartmental Transfer/s 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.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	**Co Wide Adm- Contingency**	**(100,000.00)**
TO		
8-1100-415-30-115-021-0- 820	**General Litigation- Claims & Judgements**	**100,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: Interdepartmental Transfer from County Wide Administration- Contingency to General Litigations- Claims & Judgements to cover future expenditures.

Approved by

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-10867 **23.D.**

Pct. 1-TXDOT interdept transfer for FM 88 project

CC REGULAR

Date: 09/02/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Precinct No. 1:
Approval of interdepartmental transfer from TXDOT-FM 493, program no. 043, to TXDOT-FM 88, program no. 037, in the amount of $25,000.00 (fund 1315).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-431-00-121-0XX-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1315-431-00-121-043-0-841 --> 8-1315-431-00-121-037-0-841 $25,000.00; funds available as of 8-27-08.

Attachments

Link: Pct. 1 TXDOT FM 88 interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/27/2008 04:01 PM	APRV
2	Budget & Management	Veronica Lopez	08/27/2008 04:35 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/28/2008 09:59 AM	APRV
4	Auditor's Office	Linda Fong	08/29/2008 09:56 AM	APRV
5	Purchasing Department	Marty Salazar	08/29/2008 10:42 AM	APRV
6	Court Administrator	Angela Garcia	08/29/2008 10:44 AM	APRV

Form Started By: Ivan Cantu — Started On: 08/27/2008 03:39 PM

Final Approval Date: 08/29/2008

DATE: August 27, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Precinct No. 1-TXDOT fund

ACCOUNT NUMBER: 8-1315-431-00-121-0XX-0 XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental 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 Interdepartmental 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			
8-1315-431-00-121-043-0- 841	TXDOT-FM 493-	AID TO GOVT AGENCY	(25,000.00)
TO			
8-1315-431-00-121-037-0- 841	TXDOT-FM 88-	AID TO GOVT AGENCY	25,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund invoices received by Atlas & Hall, LLP related to the FM 88 TXDOT project.**

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-10912 **23.E.**

2008 interfund for ROW (1200)

CC REGULAR

Date: 09/02/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interfund transfer from County Wide Administration (1100) to Right of Way (1200) in the amount of $22,840.76.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1X00-4-XX-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 8-1100-415-00-115-002-0-899 to 8-1200-431-00-260-001-0-741 in the amount of $22,840.76. Funding available for transfer as of 8/28/08.

Attachments

Link: 2008-Interfund for ROW Dept (1200)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 03:08 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/28/2008 03:56 PM	APRV
3	Auditor's Office	Becky Morales	08/28/2008 04:06 PM	APRV
4	Dale Kennan (Originator)	Dale Kennan	08/28/2008 04:12 PM	APRV
5	Purchasing Department	Marty Salazar	08/28/2008 05:26 PM	APRV
6	Court Administrator	Angela Garcia	08/29/2008 07:46 AM	APRV

Form Started By: Dale Kennan Started On: 08/28/2008 02:48 PM

Final Approval Date: 08/29/2008

DATE: August 28, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for the Right of Way Dept. (1200)

ACCOUNT NUMBER: 8-1100-415-00-115-002-0-899
8-1200-431-00-260-001-0-741

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

SUBJECT: **Interfund transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interfund transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(22,840.76)
8-1100-491-01-000-200-0-891	TRANSFERS OUT-R&B CO WIDE	22,840.76
8-1200-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	22,840.76
8-1200-431-00-260-001-0-741	R-O-W DEPT-VEHICLES	22,840.76
	TOTAL BUDGET INCREASE (DECREASE) 1100	0.00
	TOTAL BUDGET INCREASE (DECREASE) 1200	22,840.76

REASON: **To acquire additional funding in the amount of $22,840.76 as needed for the purchase of a new vehicle for the Right of Way department.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-10923 **23.F.**

Interdept transfer from Contingency to Cowide IT to fund Cowide antivirus software services

CC REGULAR

Date: 09/02/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Computer Department (program no. 002):
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Computer Department - Software (fund 1100) in the amount of $6,542.40.

BACKGROUND

To fund the software consulting services for SHI Business Solutions. The software portion of the quote is being funded through CO's 2002, refer to AI 10,922.

Please refer to quote dated 8-25-08 from SHI Govt Solutions provided by IT Dept.

Acct Breakdown 8-1332-415-00-200-007-0-747 "CO, 2002-IT Dept-Software" -$62,270.00
8-1100-415-00-200-002-0-747 "Computer Dept-Software"- $6,542.40
Project Total- $68,812.40

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-XXX-002-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-415-00-200-002-0-747 $6,542.40; Funds available as of 8-29-08.

Attachments

Link: Quote

Link: Computer Dept interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/29/2008 09:54 AM	APRV
2	Budget & Management	Veronica Lopez	08/29/2008 09:58 AM	APRV
3	Veronica Lopez	Veronica Lopez	08/29/2008 10:02 AM	APRV

4	Auditor's Office	Becky Morales	08/29/2008 03:53 PM	APRV
5	Ivan Cantu (Originator)	Ivan Cantu	08/29/2008 04:25 PM	APRV
6	Auditor's Office		08/29/2008 05:55 PM	NEW

Form Started By: Ivan Cantu Started On: 08/29/2008 08:25 AM

Final Approval Date: 08/29/2008

Stan.Ramos

From: Robert_Petrucelli@shi.com
Sent: Monday, August 25, 2008 4:27 PM
To: stan.ramos@co.hidalgo.tx.us
Subject: SHI Quote 2775164, Sophos



Pricing Proposal
Quotation #: 2775164
Created On: Aug-25-2008
Valid Until: Aug-29-2008

Hidalgo County

Stan Ramos

Phone:
Fax:
Email: stan.ramos@co.hidalgo.tx.us

Account Representative

Robert Petrucelli

1301 S. Mo-Pac Expressway
Suite 375
Austin, TX 78746
Phone: 800-870-6079
Fax: 512-732-0232
Email: Robert_Petrucelli@shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	1500 Sophos Endpoint Security Control & NAC Advanced SOPHOS - Part#: ETNM3USSC	1	$62,270.00	$62,270.00
2	3 Days ProServices Consulting SOPHOS - Part#: PO3UTUSPS	1	$6,542.40	$6,542.40
			Total	$68,812.40

Additional Comments

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-294

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

DATE: August 29, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Computer Dept, program no. 002

ACCOUNT NUMBER: 8-1200-431-00-115-04X-0- XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental 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 Interdepartmental 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	(6,542.40)
TO			
8-1100-415-00-200-002-0- 336	COMPUTER DEPT-	COMPUTER SERVICES	6,542.40
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To fund Co. Wide antivirus software consulting services to be provided by SHI Govt. Solutions. The software portion is to be funded by CO's 2002, fund 1332.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-10924 **23.G.**

Interdept. Transfer

CC REGULAR

Date: 09/02/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Colonia Access Program:
Approval of 2008 interdepartmental transfer from Road Administration- Contingency (fund 1200, program no. 041) to Colonia Access Program - Computer Equipment (fund 1200, program 042) in the amount of $1,000.00.

BACKGROUND

To fund anticipated computer equipment expenditures, object code 745.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-431-00-115-04X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1200-431-00-115-041-0-899 --> 8-1200-431-00-115-042-0-745 $1,000.00, Funds available as of 8-29-08.

Attachments

Link: Colonia Access Program fund 1200

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 09:17 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/29/2008 10:35 AM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Veronica Lopez			Started On: 08/29/2008 09:01 AM	
Final Approval Date: 08/29/2008				

DATE: August 29, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Colonia Access Program, fund 1200

ACCOUNT NUMBER: 8-1200-431-00-115-04X-0- XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental 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 Interdepartmental 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			
8-1200-431-00-115-041-0- 899	ROAD ADM-	CONTINGENCY	(1,000.00)
TO			
8-1200-431-00-115-042-0- 745	COLONIA ACCESS PROG.	COMPUTER EQUIPMENT	1,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To fund computer equipment anticipated expenditures.**

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-10928 **23.H.**

Juvenile Probation TJPC FY 2009 Grants Appropriations
CC REGULAR

Date: 09/02/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Juvenile Probation:
1. Approval to appropriate funds for the Texas Juvenile Probation Commission Grant TJPC-Z-2009 in the amount of $170,300.00 for the period of September 1, 2008 to August 31, 2009.
2. Approval to appropriate funds for the Texas Juvenile Probation Commission Grant TJPC-F-2009 in the amount of $296,163.00 for the period of September 1, 2008 to August 31, 2009.
3. Approval to appropriate funds for the Texas Juvenile Probation Commission Grant TJPC-O-2009 in the amount of $162,484.00 for the period of September 1, 2008 to August 31, 2009.
4. Approval approval of salary schedules.

BACKGROUND

The grants and budget appropriations were approved by the District Judge's board on August 28, 2008 (refer to the attached budget amendments).

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 8-1294-423-00-330-XXX-9-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** Y

BUDGETARY IMPACT:

Budget Appropriations for Grant TJPC-Z-2009 in the amount of $170,300.00.
Budget Appropriations for Grant TJPC-F-2009 in the amount of $296,163.00.
Budget Appropriations for Grant TJPC-O-2009 in the amount of $162,484.00.

Please refer to attachments. All grants are for FY 2009.
Transfer out has been budgeted on 8-1100-491-01-000-294-9-891 $135,000.00

Local cash match Available for appropriation as of 8-29-08 $135,000.00
z-->$ 5,000.00
f--> $75,000.00
o-->$55,000.00
$135,000.00

Attachments

Link: TJPC FY 2008 BA - z
Link: TJPC FY 2008 BA - f
Link: TJPC FY 2008 BA - o
Link: salary sch TJPC - z
Link: salary sch TJPC - f
Link: salary sch TJPC - o

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	08/29/2008 04:04 PM	APRV
2	Budget & Management	Veronica Lopez	08/29/2008 04:16 PM	APRV
3	Rey Salazar	Rey Salazar	08/29/2008 05:08 PM	APRV
4	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Manuel Chapa			Started On: 08/29/2008 09:40 AM	
Final Approval Date: 08/29/2008				

DATE PRINTED: 25-Aug-08
DEPARTMENT HEAD: Israel "Buddy" Silva, Jr., Chief Juvenile Probation Officer
DEPARTMENT NAME: Judge Mario E. Ramirez, Jr., Juvenile Justice Center
ACCOUNT NUMBER: Expenditure: 8-1294-423-00-330-007-9--XXX **TJPC-Z-2009-108**
Revenues: 8-1294-334-10-330-007-9--000
SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S. Articles 689a-11 1666a and 1666b

Honorable Judge Mario E. Ramirez, Jr., Overseer of the Juvenile Department

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, and 1666b.

INCREASE OBJECT NUMBER(S)			ACOUNT (OBJECT) NAME	BUDGET INCREASE (DECREASE)
8- 1294-423-00-330-007-9-	112	TJPC-Z-2009	Salaries - Department Head	$2,295.00
8- 1294-423-00-330-007-9-	113	TJPC-Z-2009	Salaries - Employees	129,715.00
8- 1294-423-00-330-007-9-	211	TJPC-Z-2009	Health Insurance	13,697.00
8- 1294-423-00-330-007-9-	212	TJPC-Z-2009	Life Insurance	580.00
8- 1294-423-00-330-007-9-	220	TJPC-Z-2009	FICA	10,099.00
8- 1294-423-00-330-007-9-	230	TJPC-Z-2009	Retirement	11,775.00
8- 1294-423-00-330-007-9-	250	TJPC-Z-2009	Unemployment Compensation	660.00
8- 1294-423-00-330-007-9-	260	TJPC-Z-2009	Workers Compensation	1,479.00
			TOTAL APPROPRIATIONS	$170,300.00
8- 1294-334-10-330-007-9-	0	TJPC-Z-2009	State Revenues	$165,300.00
8- 1294-391-01-000-100-9-	0	TJPC-Z-2009	Local Cash Match	$5,000.00
			TOTAL ESTIMATED REVENUES	$170,300.00

REASON:To appropriate the Texas Juvenile Probation Commission Grant TJPC-Z-2009 budget in the amount of $170,300.00 for the period of 09/01/2008 to 08/31/2009. Funding from TJPC is $165,300 and local cash match $5,000.00. This grant is for salary adjustments for 38 Certified Prob Officer ($2,850.00) and ($1,425.00) for 40 Certified Detention and Correction Officers.

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

Approved by CCC on / /08 AS APPROVED BY BOARD OF JUDGES MEETING ON 8/28 /08

APPROVED BY COMMISSIONERS' COURT DATE APPROVED BY HIDALGO COUNTY JUVENILE BOARD OF JUDGES DATE

DATE PRINTED: 25-Aug-08
DEPARTMENT HEAD: Israel "Buddy" Silva, Jr., Chief Juvenile Probation Officer
DEPARTMENT NAME: Judge Mario E. Ramirez, Jr., Juvenile Justice Center
ACCOUNT NUMBER: Expenditure: 8-1294-423-00-330-036-9-XXX **TJPC-F-2009-108**
Revenues: 8-1294-334-10-330-036-9-000
SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S. Articles 689a-11 1666a and 1666b

Honorable Judge Mario E. Ramirez, Jr., Overseer of the Juvenile Department

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, and 1666b.

INCREASE OBJECT NUMBER(S)			ACOUNT (OBJECT) NAME	BUDGET INCREASE (DECREASE)
8- 1294-423-00-330-036-9-	113	TJPC-F-2009	Salaries - Employees	$221,163.00
8- 1294-423-00-330-036-9-	211	TJPC-F-2009	Health Insurance	23,500.00
8- 1294-423-00-330-036-9-	212	TJPC-F-2009	Life Insurance	250.00
8- 1294-423-00-330-036-9-	220	TJPC-F-2009	FICA	17,500.00
8- 1294-423-00-330-036-9-	230	TJPC-F-2009	Retirement	19,000.00
8- 1294-423-00-330-036-9-	250	TJPC-F-2009	Unemployment Compensation	1,000.00
8- 1294-423-00-330-036-9-	260	TJPC-F-2009	Workers Compensation	2,000.00
8- 1294-423-00-330-036-9-	581	TJPC-F-2009	In County Travel	11,750.00
8- 1294-423-00-330-036-9-	582	TJPC-F-2009	Transp. Of Detainees	-
			TOTAL APPROPRIATIONS	$296,163.00
8- 1294-334-10-330-036-9-	0	TJPC-F-2009	REVENUES	$221,163.00
8- 1294-391-01-000-100-9-	0	TRANSFER IN-GENERAL FUND		$75,000.00
			TOTAL ESTIMATED REVENUES	$296,163.00

REASON:To appropriate the Texas Juvenile Probation Commission Grant TJPC-F-2009 budget in the amount of $296,163.00 ($221,163.00 State Grant and $75,000.00 Local Cash Match) for the period of 09/01/2008 to 08/31/2009. This grant is for Progressive Sanction Juv. Prob. Officers salaries, five (5) @ $22,179.00 and four (4) @ $27,567.00 each. The grant and budget were approved by Hidalgo Co. District Judges.

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

Approved by CCC on / /08 AS APPROVED BY BOARD OF JUDGES MEETING ON 8/28 /08

APPROVED BY COMMISSIONERS' COURT DATE APPROVED BY HIDALGO COUNTY JUVENILE BOARD OF JUDGES DATE

DATE PRINTED: August 25, 2008
DEPARTMENT HEAD: Israel "Buddy" Silva, Jr., Chief Juvenile Probation Officer
DEPARTMENT NAME: Judge Mario E. Ramirez, Jr., Juvenile Justice Center
ACCOUNT NUMBER: Expenditure: 8-1294-423-00-330-038-9--XXX **TJPC-O-2009-108**
Revenues: 8-1294-334-10-330-038-9--000
SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S. Articles 689a-11 1666a and 1666b

Honorable Judge Mario E. Ramirez, Jr., Overseer of the Juvenile Department

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, and 1666b.

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		BUDGET INCREASE (DECREASE)
8- 1294-423-00-330-038-9- 113	TJPC-O-2009	Salaries - Employees	$	107,484.00
8- 1294-423-00-330-038-9- 211	TJPC-O-2009	Health Insurance		11,000.00
8- 1294-423-00-330-038-9- 212	TJPC-O-2009	Life Insurance		100.00
8- 1294-423-00-330-038-9- 220	TJPC-O-2009	FICA		8,500.00
8- 1294-423-00-330-038-9- 230	TJPC-O-2009	Retirement		9,800.00
8- 1294-423-00-330-038-9- 250	TJPC-O-2009	Unemployment Compensation		800.00
8- 1294-423-00-330-038-9- 260	TJPC-O-2009	Workers Compensation		1,300.00
8- 1294-423-00-330-038-9- 581	TJPC-O-2009	In County Travel		23,500.00
		TOTAL APPROPRIATIONS	$	162,484.00
8- 1294-334-10-330-038-9- 000	TJPC-O-2009	REVENUES		$107,484.00
8- 1294-391-01-000-100-9- 000	TRANSFER IN-	GENERAL FUND	$	55,000.00
		TOTAL ESTIMATED REVENUES		$162,484.00

REASON:To appropriate the Texas Juvenile Probation Commission Grant TJPC-O-2009 budget in the amount of $162,484.00 ($107,484.00 State Grant and $55,000.00 Local Cash Match) for the period of 09/01/2008 to 08/31/2009. This grant is for Progressive Sanctions ISP Officers salaries, two (2) @ $26,502.00 and two (2) @ $27,240.00 each. The grant and budget were approved by Hidalgo Co. District Judges.

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

Approved by CCC on / /08 AS APPROVED BY BOARD OF JUDGES MEETING ON 8/28 /08

APPROVED BY COMMISSIONERS' COURT DATE APPROVED BY HIDALGO COUNTY JUVENILE BOARD OF JUDGES DATE

2008 Salary Schedule "Z"

Commissioners Court

Slot #	Obj Code	Position Title	2007 Budget Salary	2008 Adjusted Salary	2008 Salary		Amount Increase	Other Increase	2008 Budgeted Salary Approved	2008 Actual Salary	Other allowances					Total Compensation
											Longevity 115	Interpreter 116	Supplement 117	Auto A 118	Clothing 119	
G001	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G002	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G003	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G004	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G005	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$22.26	$0.00	$0.00	$0.00	$0.00	$2,317.26
G006	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G007	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G008	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G009	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G010	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G011	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G012	113	PROBATION OFFI	$0.00	$2,295.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G013	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G014	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G015	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G016	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G017	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G018	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G019	113	ASST. INTAKE OFFICER	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G020	113	BC PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G021	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G022	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G023	113	PROBATION SUPERVISOR	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G024	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G025	113	IV-E COORDIN	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$30.02	$0.00	$0.00	$0.00	$0.00	$2,325.02
G026	112	DIRECTOR/CHIEF PO	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$41.37	$0.00	$0.00	$0.00	$0.00	$2,336.37
G027	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G028	113	PROBATION SUPR	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$50.09	$0.00	$0.00	$0.00	$0.00	$2,345.09
G029	113	PROBATION SUPR	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G030	113	DETENTION SUPT	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G031	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

G032	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G033	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G034	113	INTAKE OFFICER	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$24.89	$0.00	$0.00	$0.00	$0.00	$2,319.89
G035	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$32.54	$0.00	$0.00	$0.00	$0.00	$2,327.54
G036	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$24.32	$0.00	$0.00	$0.00	$0.00	$2,319.32
G037	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$49.53	$0.00	$0.00	$0.00	$0.00	$2,344.53
G039	113	PROBATION OFFI	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G040	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0	$0.00	$0.00	$2,295.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,295.00
G041	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G042	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G043	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G044	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G045	113	1st SERGEANT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G046	113	PLT SGT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G047	113	BC PLT SGT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G048	113	PLT SGT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$9.43	$0.00	$0.00	$0.00	$0.00	$1,129.43
G049	113	BC DRILL SERGEANT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G050	113	BC DRILL SGT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G051	113	NIGHT MONITOR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G052	113	BC DRILL SGT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G053	113	BC DRILL SGT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G054	113	DET SHIFT SUPERVISOR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$19.05	$0.00	$0.00	$0.00	$0.00	$1,139.05
G055	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G056	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G057	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G058	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G059	113	HEAD DET. SUPERVISOR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G060	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G061	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$25.77	$0.00	$0.00	$0.00	$0.00	$1,145.77
G062	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G063	113	DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G064	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$29.78	$0.00	$0.00	$0.00	$0.00	$1,149.78
G065	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G066	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G067	113	DETENTION OFFI	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

G068	113	DET SHIFT SUPERVISOR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G069	113	DET SHIFT SUPERVISOR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$22.22	$0.00	$0.00	$0.00	$0.00	$1,142.22
G070	113	DETENTION OFFR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G071	113	BC DRILL SGT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G072	113	BC DRILL SGT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G073	113	BC DRILL SGT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G074	113	DRILL SERGEANT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G075	113	BC DRILL SGT	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G076	113	BC MONITOR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G077	113	BC MONITOR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G078	113	BC MONITOR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G079	113	BC MONITOR	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,120.00
G080	113	COMMANDER	$1,120.00	$0.00	$1,120.00	0	$0.00	$0.00	$1,120.00	$1,120.00	$8.42	$0.00	$0.00	$0.00	$0.00	$1,128.42
			$132,010.00	$2,295.00	$134,305.00		$0.00	$0.00	$134,305.00	$118,460.00	$389.69	$0.00	$0.00	$0.00	$0.00	$118,849.69

2008 Salary Schedule "F"

Commissioners Court

Slot #	Obj Code	Position Title	2007 Budget Salary	2008 Adjusted Salary	2008 Salary		Amount Increase	Other Increase	2008 Budgeted Salary Approved	2008 Actual Salary	Other allowances					Total Compensation
											Longevity 115	Interpreter 116	Supplement 117	Auto A 118	Clothing 119	
G001	113	PROBATION OFFI	$27,567.00	$0.00	$27,567.00	0	$0.00	$0.00	$27,567.00	$27,567.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,567.00
G002	113	PROBATION OFFI	$27,567.00	$0.00	$27,567.00	0	$0.00	$0.00	$27,567.00	$27,567.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,567.00
G003	113	PROBATION OFFI	$27,567.00	$0.00	$27,567.00	0	$0.00	$0.00	$27,567.00	$27,567.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,567.00
G004	113	PROBATION OFFI	$27,567.00	$0.00	$27,567.00	0	$0.00	$0.00	$27,567.00	$27,567.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,567.00
G005	113	PROBATION OFFI	$22,179.00	$0.00	$22,179.00	0	$0.00	$0.00	$22,179.00	$22,179.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,179.00
G006	113	PROBATION OFFI	$22,179.00	$0.00	$22,179.00	0	$0.00	$0.00	$22,179.00	$22,179.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,179.00
G007	113	PROBATION OFFI	$22,179.00	$0.00	$22,179.00	0	$0.00	$0.00	$22,179.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G008	113	PROBATION OFFI	$22,179.00	$0.00	$22,179.00	0	$0.00	$0.00	$22,179.00	$22,179.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,179.00
G009	113	PROBATION OFFI	$22,179.00	$0.00	$22,179.00	0	$0.00	$0.00	$22,179.00	$22,179.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,179.00
			$221,163.00	$0.00	$221,163.00		$0.00	$0.00	$221,163.00	$198,984.00	$0.00	$0.00	$0.00	$0.00	$0.00	$198,984.00

2008 Salary Schedule "O"

Commissioners Court

Slot #	Obj Code	Position Title	2007 Budget Salary	2008 Adjusted Salary	2008 Salary		Amount Increase	Other Increase	2008 Budgeted Salary Approved	2008 Actual Salary	Other allowances					Total Compensation
											Longevity 115	Interpreter 116	Supplement 117	Auto A 118	Clothing 119	
G001	113	PROBATION OFFI	$27,240.00	$0.00	$27,240.00	0	$0.00	$0.00	$27,240.00	$27,240.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,240.00
G002	113	PROBATION OFFI	$27,240.00	$0.00	$27,240.00	0	$0.00	$0.00	$27,240.00	$27,240.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,240.00
G003	113	PROBATION OFFI	$26,502.00	$0.00	$26,502.00	0	$0.00	$0.00	$26,502.00	$26,502.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,502.00
G004	113	PROBATION OFFI	$26,502.00	$0.00	$26,502.00	0	$0.00	$0.00	$26,502.00	$26,502.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,502.00
			$107,484.00	$0.00	$107,484.00		$0.00	$0.00	$107,484.00	$107,484.00	$0.00	$0.00	$0.00	$0.00	$0.00	$107,484.00

AI-10944 **23.I.**

Reversal- Interfund transfer
CC REGULAR

Date: 09/02/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Elections Department:
Approval of 2008 interfund transfer from Precinct 4 (1204) to Elections Department (1100) in the amount of $5,566.77.

BACKGROUND

Reversal of AI-10434 approved by CC on 08-05-08 for gasoline expenditures.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-414-00-130-001-0-682
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1204-431-00-124-007-0-626 --> 8-1100-414-00-130-001-0-682 $5,566.77
Available balance as of 08-29-08 $39,461.76

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 03:46 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/29/2008 04:27 PM	APRV
3	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Veronica Lopez			Started On: 08/29/2008 03:28 PM	
Final Approval Date: 08/29/2008				

DATE: **September 1, 2008**

AI-10944

DEPARTMENT HEAD: **Valde Guerra**

DEPARTMENT NAME: **Department of Budget and Management for Elections Department**

ACCOUNT NUMBER: **8-1100-414-00-130-001-0-684**

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-fund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1204-431-00-124-007-0- 626-	**Prct. 4 P/U Rd- Gasoline/Disel (Bulk)**	**(5,566.77)**
8-1204-491-01-000-100-0- 891	**Transfer Out**	**5,566.77**
8-1100-391-01-000-204-0 000	**Transfer In**	**5,566.77**
8-1100-414-00-130-001-0- 682	**Elections Department- Gasoline/Disel**	**5,566.77**
TOTAL BUDGET INCREASE (DECREASE)		**5,566.77**

REASON:

Transfer needed to reverse AI-10434, approved by CC on 08-05-08 for gasoline expenditures.

SIGNATURE

COMMISIONERS' CRT. APPROVED

/ /

DATE

ATTEST COUNTY CLERK

AI-10872 **24.D.**

Cause No.: 7:07-CV-272

CC REGULAR

Date: 09/02/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause No.: 7:07-CV-272; Mario Leal and Adelaida Leal vs. Hidalgo County, et al; In the United States District Court for the Southern District of Texas, McAllen, Division

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:51 AM	APRV
2	Auditor's Office	Linda Fong	08/29/2008 09:08 AM	APRV
3	Purchasing Department	Marty Salazar	08/29/2008 10:42 AM	APRV
4	Court Administrator	Angela Garcia	08/29/2008 10:44 AM	APRV
Form Started By: Norma Silva			Started On: 08/27/2008 04:16 PM	
Final Approval Date: 08/29/2008				

AI-10943 **24.E.**

Claim of San Juana Castillo

CC REGULAR

Date: 09/02/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of San Juana Castillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 03:46 PM	APRV
2	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Norma Silva			Started On: 08/29/2008 03:28 PM	
Final Approval Date: 08/29/2008				

AI-10941 **24.F.**

Claim of Concepcion Castillo
CC REGULAR

Date: 09/02/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Concepcion Castillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 03:45 PM	APRV
2	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Norma Silva			Started On: 08/29/2008 03:26 PM	
Final Approval Date: 08/29/2008				

AI-10873 **25.D.**

Cause No.: 7:07-CV-272

CC REGULAR

Date: 09/02/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Cause No.: 7:07-CV-272; Mario Leal and Adelaida Leal vs Hidalgo County, et al; In the United State District Court for the Southern District of Texas, McAllen, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/28/2008 07:51 AM	APRV
2	Auditor's Office	Linda Fong	08/29/2008 09:08 AM	APRV
3	Purchasing Department	Marty Salazar	08/29/2008 10:42 AM	APRV
4	Court Administrator	Angela Garcia	08/29/2008 10:44 AM	APRV
Form Started By: Norma Silva			Started On: 08/27/2008 04:19 PM	
Final Approval Date: 08/29/2008				

AI-10945 **25.E.**

Claim of San Juana Castillo

CC REGULAR

Date: 09/02/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of San Juana Castillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 03:46 PM	APRV
2	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Norma Silva			Started On: 08/29/2008 03:29 PM	
Final Approval Date: 08/29/2008				

AI-10942 **25.F.**

Claim of Concepcion Castillo
CC REGULAR

Date: 09/02/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Concepcion Castillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/29/2008 03:46 PM	APRV
2	Auditor's Office		08/29/2008 05:55 PM	NEW
Form Started By: Norma Silva			Started On: 08/29/2008 03:27 PM	
Final Approval Date: 08/29/2008				