SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee # 072966

Participant Name Rosa N. Luna [redacted]

Address P.O [redacted] Harlingen, TX 785[illegible]

Social Security No. [redacted] Daytime Phone No. (956) 867-0494

SECTION I – Hardship Withdrawal Request

I understand that this withdrawal will be considered to be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. 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 **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**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.

(X) 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 $ Entire Amount (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 Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X Rosa N. Luna Date 10/20/08

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-11928 **5.D.**

Request for new Accountant I position
CC REGULAR

Date: 10/28/2008
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Elections
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Elections
1. Approval to create one (1) permanent full-time Accountant I position, slot no. 130-001-0112 budgeted at $33,000.00 per year.
2. Approval of revised salary schedule.

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:

FUNDING PENDING CC APPROVAL. RC

Attachments

Link: Revised Salary Schedule
Link: Fiscal Note
Link: Job Description
Link: PAR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	10/24/2008 04:39 PM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 04:42 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/24/2008 04:43 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Rosie Cantu Started On: 10/24/2008 01:37 PM

Final Approval Date: 10/24/2008

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

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

AI-11928

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	$70,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70,000.00
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
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	$1,151.00	$0.00	$29,935.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
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	0.04728	$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	0.04728	$1,000.00	$0.00	$22,149.00	$22,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,149.00
0016	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.05428	$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	0.05428	$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	0.05428	$1,000.00	$0.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.05428	$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	0.05428	$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	0.05428	$1,000.00	$0.00	$19,424.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,424.00
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
0085	113	EXECUTIVE ASSISTANT	$0.00	$40,000.00	$40,000.00	0	$0.00	$0.00	$40,000.00	$39,000.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$40,200.00
T086	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T087	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T088	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T089	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T090	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T091	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T092	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T093	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T094	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T095	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T096	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T097	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T098	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T099	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T100	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T101	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T102	121	DATA PROCESSOR	$16,640.00	$0.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T103	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T104	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T105	121	DATA PROCESSOR	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

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

AI-11928

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	
T106	121	DELIVERY DRIVER	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T107	121	DELIVERY DRIVER	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T108	121	DELIVERY DRIVER	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T109	121	DELIVERY DRIVER	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T110	121	DELIVERY DRIVER	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T111	121	DELIVERY DRIVER	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0112	**113**	**ACCOUNTANT I**	**$0.00**	**$33,000.00**	**$33,000.00**	**0**	**$0.00**	**$0.00**	**$33,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$476,491.00	$508,424.00	$984,915.00		$20,280.44	($10,080.00)	$995,116.00	$709,293.00	$3,660.00	$0.00	$0.00	$0.00	$0.00	$712,953.00

NEW PROPOSED ACCOUNTANT I POSITION PENDING CC APPROVAL. RC

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, October 28, 2008

Agenda Item: 11928

Summary of request/proposal: The Elections Dept is requesting approval to create one (1) permanent full-time Accountant I position, slot no. 130-001-0112 budgeted at $33,000.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Salary Requested
1100	Accountant I	0112	111	$0.00	$33,000.00	$33,000.00
						33,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-414-00-130-001-0-	113	ELECTIONS DEPT-	SALARIES OF DEPT HEADS	5,919.85
8-1100-414-00-130-001-0-	211	ELECTIONS DEPT-	HEALTH INSURANCE	746.98
8-1100-414-00-130-001-0-	212	ELECTIONS DEPT-	LIFE INSURANCE	5.92
8-1100-414-00-130-001-0-	220	ELECTIONS DEPT-	FICA	452.87
8-1100-414-00-130-001-0-	230	ELECTIONS DEPT-	RETIREMENT	519.76
8-1100-414-00-130-001-0-	250	ELECTIONS DEPT-	UNEMPLOYMENT COMP	29.60
8-1100-414-00-130-001-0-	260	ELECTIONS DEPT-	WORKER'S COMP	24.86
			2008 Budgetary Impact	7,699.84

2009 Budgetary Impact: 38,725.00

Possible Funding Sources: COUNTY WIDE ADM-CONTINGENCY

Budget Office Recommendation:

HIDALGO COUNTY
ELECTIONS DEPARTMENT

Job Title: Accountant I **FLSA Status: NON-Exempt**

Dept. Code: 130-001 **Civil Services Status: NON- Exempt**

SUMMARY:
The accountant performs the day-to-day activity required in non-routine situations and/or specialized subject matter that is needed to assist the Election's Administrator in performing a variety of accounting procedures in an effort to oversee all financial activity for the Election's Department.

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.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assist the Elections Administrator in preparing all Reports in accordance with generally accepted accounting principles; to include but not limited to any contracts, services and/or grant(s).
- Assist the Elections Administrator in preparing an annual budget report by analyzing revenues and expenditures and through the use of trend and analysis;
- Review budget amendments and line item transfer entries for accuracy on as deemed necessary;
- Prepare and/or assist and supervise purchases of items necessary for the operation of the Elections Department.
- Prepare and/or assist in the preparation of requisition and purchase orders for the purpose of buying and/or encumbering items for the operation of the Elections Department;
- Receive and audit invoices for services rendered to the Elections Department to be submitted and processed by the county auditor;
- Reconcile and maintain vendor accounts with Hidalgo County.
- Process timesheets, P2 forms, change of status, and verify corrections or position to be filled and or terminated;
- Assist general public, answer phone inquiries and refer calls accordingly;
- Type letters, reports and other necessary documents as requested by Elections Administrator;
- On a daily basis, prepare journal entries required to properly record transactions and approve journal entries submitted by the various services after verifying for accuracy;

- Review daily receipts from for accuracy and prepare journal entries if needed;
- Prepare spreadsheets/schedules for analysis of accounts;
- Prepare spreadsheets/schedules for notes payable;
- Develop a thorough understanding of the Financial Accounting System (F.A.S.) to utilize the program more effectively, thereby facilitating the use of information for preparation of financial reports;
- Meet with the Elections Administrator in regard to issues and concerns;
- Continue personal development in the accounting profession.
- Must be punctual and have good attendance;
- Must be flexible and available, if assigned to perform other duties in other departments for cross training;
- Any other related duties as may be assigned by the Election's Administrator.

EDUCATION AND EXPERIENCE:

- High School Diploma or GED
- Bachelor's degree from an accredited university/college with a major in Accounting or related field;
- Preferable two (2) years experience in accounting;
- Knowledge in computer applications: Word, Lotus, Microsoft Word, Excel, Audit-ware, and accounting program.

CERTIFICATES, LICENSES, REGISTRATIONS:

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

OTHER SKILLS AND ABILITIES:

- Must work well with co-workers.
- Bilingual – preferred.

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 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, kneel, crouch, or crawl; and taste or smell.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

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

- sitting for extended periods of time
- operating assigned equipment

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 in a respectful manner
- 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.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: ELECTIONS (130-001) **DATE:** 10/24/2008

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0112

REQUESTED POSITION TITLE: ACCOUNTANT I
(For new positions or reclassifications)

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) $ 33,000.00 (Proposed Budgeted Salary) $ 33,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other COUNTY WIDE ADM- CONTINGENCY

POSITION Type:

Full Time Employee Object 113 ☑ 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:

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	☑
N/A	☐		

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

The assigned duties of an Accountant's position is critical for the maintenance of all financial records pertaining but not limited to contractual services rendered; Chapter 19 funding and HAVA grant funding. The preparation and analysis of budgeting is vital to the services rendered by this department.

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

Performs day-to-day activity in accounting principles and maintains all financial records.

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.	Yvonne Ramon DEPARTMENT HEAD	10/24/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/24/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-11842 **7.A.**

398TH MEMBERSHIP DUES FOR THE AMERICAN JUDGES ASSOCIATION

CC REGULAR

Date: 10/28/2008
Submitted By: Esther Cantu, 398TH DISTRICT COURT
Department: 398TH DISTRICT COURT

Information

CAPTION

Requesting approval of 2008-2009 membership dues to the American Judges Association for the 398th District Court Jude Aida Salinas Flores in the amount of $150.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-009-001-0-810
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 10-23-08 $435.00

Attachments

Link: Affidavit
Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 09:25 AM	APRV
2	Veronica Lopez	Veronica Lopez	10/23/2008 09:40 AM	APRV
3	Auditor's Office	Becky Morales	10/23/2008 09:52 AM	APRV
4	Purchasing Department	Marty Salazar	10/23/2008 01:38 PM	APRV
5	Court Administrator	Angela Garcia	10/23/2008 01:47 PM	APRV

Form Started By: Esther Cantu Started On: 10/22/2008 08:54 AM

Final Approval Date: 10/23/2008

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

HIDALGO COUNTY
BUDGET OFFICE
2008 OCT 22 PM 8

I, **AIDA SALINAS FLORES**, do hereby state that my membership in the **AMERICAN JUDGES 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, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. 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 Aida Salinas Flores

Title DISTRICT JUDGE

Before me, a Notary Public, appeared AIDA SALINAS FLORES, and on his/hers oath deposed and stated that the facts set forth in the above affidavit to the true and correct in every respect.

Ester Cantu

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

NOTARY PUBLIC STATE OF TEXAS
ESTER CANTU
Notary Public, State of Texas
My Commission Expires
09-13-2011

300 Newport Avenue, Williamsburg, VA 23185
Phone (757) 259-1841 / Fax (757) 259-1520

MEMBERSHIP INVOICE

Member Id: 155604

October 15, 2008

Hon. Aida Salinas Flores
Judge
398th Judicial District Court
100 North Closner, 2nd Floor
Edinburg, TX 78539

2008 OCT 22 AM 8:58
HIDALGO COUNTY
BUDGET OFFICE

FIRST NOTICE

INVOICE RECEIVED BY: ON 10/21/08
GOODS/SERVICES RECEIVED BY: ON

Phone: (956) 318-2470 Fax: (956) 318-2475
E-mail: aida398@aol.com

American Judges Association is the largest independent judicial organization in North American, including members from the United States, Canada and Mexico. AJA provides judges the opportunity for continuing legal education and the exchange of ideas between other judges, while working with colleagues to promote the effective administration of justice. **A subscription to the journal, Court Review, as well as the newsletter, AJA Benchmark, is included as part of your AJA membership.** Visit AJA's website at http://aja.ncsc.dni.us to learn more about the activities of AJA.

Please take this opportunity to renew your membership and continue your participation in the Association.

Annual Membership in AJA: Regular Member $150.00

Renew Period: 12/01/2008 - 11/30/2009

American Judges Foundation, created in 1963 as a partner of AJA, the Foundation is a nonprofit corporation formed for the purpose of promoting and improving the Judiciary and Justice by providing financial and other support to projects and groups that promulgate these objectives. In particular, AJF supports the annual Law Student Essay Competition and created an informational pamphlet for judges on dealing with victims of domestic violence in their courts.

Annual Contribution to AJF: ☐ $ 35.00 **Additional Contribution:** ☐ $50.00 ☐ $75.00 ☐ $_____

AJF DOES NOT ACCEPT CREDIT CARDS

Method of Payment : FED I.D.#84-0505908 (AJA) / FED I.D.#84-0533725 (AJF)

☐ Enclosed is my check for $_____ for **AJA** made payable to **American Judges Association**

☐ Enclosed is my check for $_____ for **AJF** made payable to **American Judges Foundation** (no credit cards accepted)

☐ Charge $_____ to: ☐ VISA ☐ MASTERCARD ☐ DISCOVER (No other credit cards accepted).

Card # _____

Exp. Date: _____ Signature _____ (Required for credit card charges)

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE. Thank you.

AI-11930 **8.A.**

Tax Office Alamo Sub-Station
CC REGULAR

Date: 10/28/2008
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Armando Barrera Jr.
Department: BUDGET & MANAGEMENT
Agenda Area: Tax Office

Information

CAPTION

Tax Office
1. Approval to create six (6) regular full time Tax Clerk/Cashier positions for the Alamo Sub-Station as follows:

Slot #	Position Title	Budgeted Salary
0129	Tax Clerk/Cashier	$ 24,000.00
0130	Tax Clerk/Cashier	$ 24,000.00
0131	Tax Clerk/Cashier	$ 24,000.00
0132	Tax Clerk/Cashier	$ 24,000.00
0133	Tax Clerk/Cashier	$ 24,000.00
0134	Tax Clerk/Cashier	$ 24,000.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: Fiscal Note
Link: Revised Salary Schedule
Link: PARF - Tax Clerk/Cashier

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/24/2008 04:50 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/24/2008 05:24 PM	APRV
3	Budget & Management		10/24/2008 05:46 PM	NEW

Form Started By: Damaris San Miguel — Started On: 10/24/2008 01:45 PM

Final Approval Date: 10/24/2008

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, October 28, 2008

Agenda Item: AI - 11930

Summary of request/proposal: Tax Office is requesting approval to create six (6) regular full time new positions for the new Alamo Sub-Station as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
	Tax Clerk/Cashier	0129	113	0.00	24,000.00	24,000.00
	Tax Clerk/Cashier	0130	113	0.00	24,000.00	24,000.00
	Tax Clerk/Cashier	0131	113	0.00	24,000.00	24,000.00
	Tax Clerk/Cashier	0132	113	0.00	24,000.00	24,000.00
	Tax Clerk/Cashier	0133	113	0.00	24,000.00	24,000.00
	Tax Clerk/Cashier	0134	113	0.00	24,000.00	24,000.00
	Total:			#REF!	144,000.00	144,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-415-15-140-001-0	113	Tax Office	PERM F/T EMPLOYEES	26,381.68
8-1100-415-15-140-001-0	211	Tax Office	HEALTH INSURANCE	4,577.22
8-1100-415-15-140-001-0	212	Tax Office	LIFE INSURANCE	29.68
8-1100-415-15-140-001-0	220	Tax Office	FICA	2,018.20
8-1100-415-15-140-001-0	230	Tax Office	RETIREMENT	2,316.31
8-1100-415-15-140-001-0	250	Tax Office	UNEMPLOYMENT COMP	131.91
8-1100-415-15-140-001-0	260	Tax Office	WORKER'S COMP	26.04
			2008 Budgetary Impact	35,481.04

2009 Budgetary Impact: $ 194,013.00

Possible Funding Sources: General Fund

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1100-415-15-140-001-0
Tax Office

AI-11930

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 Allow. 118	Clothing 119	
1	111	TAX ASSESSOR/COLLECTOR	74,012.00	0.00	74,012.00	4.00%	2,960.00	0.00	76,972.00	76,972.00	0.00	0.00	0.00	8,000.00	0.00	84,972.00
2	113	CHIEF OF OPER	62,740.00	0.00	62,740.00	4.00%	2,510.00	0.00	65,250.00	65,250.00	600.00	0.00	0.00	6,940.00	0.00	72,790.00
3	113	TAX COLL MGR	57,590.00	0.00	57,590.00	4.00%	2,304.00	0.00	59,894.00	59,894.00	1,500.00	0.00	0.00	2,800.00	0.00	64,194.00
4	113	MOTOR VEH MGR	53,433.00	0.00	53,433.00	4.00%	2,137.00	0.00	55,570.00	55,570.00	0.00	0.00	0.00	5,625.00	0.00	61,195.00
5	113	CHF FRAUD INV	48,190.00	0.00	48,190.00	4.00%	1,928.00	0.00	50,118.00	50,118.00	480.00	0.00	0.00	0.00	500.00	51,098.00
6	113	TAX ASSNG MGR	49,350.00	0.00	49,350.00	4.00%	1,974.00	0.00	51,324.00	51,324.00	1,920.00	0.00	0.00	0.00	0.00	53,244.00
7	113	ACCT REPT SPC	48,320.00	0.00	48,320.00	4.00%	1,933.00	0.00	50,253.00	50,253.00	480.00	0.00	0.00	1,500.00	0.00	52,233.00
8	113	HEAD ACCT	46,260.00	0.00	46,260.00	4.00%	1,850.00	0.00	48,110.00	48,110.00	1,020.00	0.00	0.00	1,500.00	0.00	50,630.00
9	113	COMP SYS ADM	43,730.00	0.00	43,730.00	4.00%	1,749.00	0.00	45,479.00	45,479.00	480.00	0.00	0.00	1,500.00	0.00	47,459.00
10	113	FRAUD INVSTGR	42,166.00	0.00	42,166.00	4.00%	1,687.00	0.00	43,853.00	43,853.00	0.00	0.00	0.00	0.00	500.00	44,353.00
11	113	EXECUTIVE ASST	44,800.00	0.00	44,800.00	4.00%	1,792.00	0.00	46,592.00	46,592.00	1,380.00	0.00	0.00	0.00	0.00	47,972.00
12	113	ACCOUNTANT	41,755.00	0.00	41,755.00	4.00%	1,670.20	0.00	43,425.00	43,425.00	420.00	0.00	0.00	0.00	0.00	43,845.00
13	113	ACCOUNTANT	41,755.00	0.00	41,755.00	4.00%	1,670.20	0.00	43,425.00	43,425.00	0.00	0.00	0.00	0.00	0.00	43,425.00
14	113	ACCOUNTANT	41,755.00	0.00	41,755.00	4.00%	1,670.20	0.00	43,425.00	43,425.00	780.00	0.00	0.00	0.00	0.00	44,205.00
15	113	ACCOUNTANT	38,953.00	0.00	38,953.00	4.00%	1,558.00	0.00	40,511.00	40,511.00	360.00	0.00	0.00	1,500.00	0.00	42,371.00
16	113	HEAD BOOKKEEPR	37,897.00	0.00	37,897.00	4.00%	1,515.88	0.00	39,413.00	39,413.00	600.00	0.00	0.00	0.00	0.00	40,013.00
17	113	SUPERVISR ASST	35,894.00	0.00	35,894.00	4.00%	1,435.76	0.00	37,330.00	37,330.00	1,320.00	0.00	0.00	0.00	0.00	38,650.00
18	113	SUPERVISOR	35,600.00	0.00	35,600.00	4.00%	1,424.00	0.00	37,024.00	37,024.00	1,620.00	0.00	0.00	1,500.00	0.00	40,144.00
19	113	SUPERVISOR	35,600.00	0.00	35,600.00	4.00%	1,424.00	0.00	37,024.00	37,024.00	1,680.00	0.00	0.00	1,500.00	0.00	40,204.00
20	113	SUPERVISOR	35,600.00	0.00	35,600.00	4.00%	1,424.00	0.00	37,024.00	37,024.00	600.00	0.00	0.00	1,500.00	0.00	39,124.00
21	113	SUPERVISOR	35,600.00	0.00	35,600.00	4.00%	1,424.00	0.00	37,024.00	37,024.00	1,140.00	0.00	0.00	900.00	0.00	39,064.00
22	113	ASST. SUPERVISR	32,025.00	0.00	32,025.00	4.00%	1,281.00	0.00	33,306.00	33,306.00	0.00	0.00	0.00	1,500.00	0.00	34,806.00
23	113	ASST SUPERVISR	32,025.00	0.00	32,025.00	4.00%	1,281.00	0.00	33,306.00	33,306.00	480.00	0.00	0.00	750.00	0.00	34,536.00
24	113	ASST SUPERVISR	32,025.00	0.00	32,025.00	4.00%	1,281.00	0.00	33,306.00	33,306.00	0.00	0.00	0.00	0.00	0.00	33,306.00
25	113	ASST. ACCOUNTANT	33,025.00	0.00	33,025.00	4.00%	1,321.00	0.00	34,346.00	34,346.00	1,560.00	0.00	0.00	0.00	0.00	35,906.00
26	113	HEAD CASHIER	33,025.00	0.00	33,025.00	4.00%	1,321.00	0.00	34,346.00	34,346.00	600.00	0.00	0.00	0.00	0.00	34,946.00
27	113	SR TITLE EXMR	30,787.00	0.00	30,787.00	4.00%	1,231.48	0.00	32,018.00	32,018.00	480.00	0.00	0.00	0.00	0.00	32,498.00
28	113	HEAD DATA ENTR	32,287.00	0.00	32,287.00	4.00%	1,291.48	0.00	33,578.00	33,578.00	300.00	0.00	0.00	0.00	0.00	33,878.00
29	113	HEAD BOOKKEEPR	30,448.00	0.00	30,448.00	4.00%	1,217.92	0.00	31,666.00	31,666.00	840.00	0.00	0.00	0.00	0.00	32,506.00
30	113	SUPERVISR ASST	30,305.00	0.00	30,305.00	4.00%	1,212.00	0.00	31,517.00	31,517.00	1,200.00	0.00	0.00	750.00	0.00	33,467.00
31	113	SUPERVISR ASST	30,305.00	0.00	30,305.00	4.00%	1,212.00	0.00	31,517.00	31,517.00	960.00	0.00	0.00	750.00	0.00	33,227.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1100-415-15-140-001-0
Tax Office

AI-11930

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 Allow. 118	Clothing 119	
32	113	SUPERVISR ASST	30,305.00	0.00	30,305.00	4.00%	1,212.00	0.00	31,517.00	31,517.00	1,680.00	0.00	0.00	750.00	0.00	33,947.00
33	113	ASST ACCOUNT	31,282.00	0.00	31,282.00	4.00%	1,251.28	0.00	32,533.00	32,533.00	420.00	0.00	0.00	0.00	0.00	32,953.00
34	113	ASST SUPERVISR	31,390.00	0.00	31,390.00	4.00%	1,255.60	0.00	32,646.00	32,646.00	1,620.00	0.00	0.00	0.00	0.00	34,266.00
35	113	ASST SUPERVISR	31,390.00	0.00	31,390.00	4.00%	1,255.60	0.00	32,646.00	32,646.00	1,560.00	0.00	0.00	0.00	0.00	34,206.00
36	113	ASST HEAD CASHIER	27,755.00	0.00	27,755.00	4.00%	1,110.20	0.00	28,865.00	28,865.00	0.00	0.00	0.00	0.00	0.00	28,865.00
37	113	TITLE EXAMINER	27,488.00	0.00	27,488.00	4.00%	1,100.00	0.00	28,588.00	28,588.00	360.00	0.00	0.00	0.00	0.00	28,948.00
38	113	ASST BOOKKEEPR	27,002.00	0.00	27,002.00	4.00%	1,080.08	0.00	28,082.00	28,082.00	960.00	0.00	0.00	0.00	0.00	29,042.00
39	113	ASST ACCOUNT	27,824.00	0.00	27,824.00	4.00%	1,112.96	0.00	28,937.00	28,937.00	420.00	0.00	0.00	0.00	0.00	29,357.00
40	113	COMPUTER DEPT. CLERK	26,688.00	0.00	26,688.00	4.00%	1,068.00	0.00	27,756.00	27,756.00	0.00	0.00	0.00	0.00	0.00	27,756.00
41	113	SECRETARY	30,000.00	0.00	30,000.00	4.00%	1,200.00	0.00	31,200.00	31,200.00	480.00	0.00	0.00	0.00	0.00	31,680.00
42	113	DEPUTY CLERK/CASHIER	26,537.00	0.00	26,537.00	4.00%	1,061.00	0.00	27,598.00	27,598.00	960.00	0.00	0.00	0.00	0.00	28,558.00
43	113	ADMINISTRATIVE ASSISTANT	25,977.00	0.00	25,977.00	4.00%	1,039.08	0.00	27,016.00	27,016.00	0.00	0.00	0.00	0.00	0.00	27,016.00
44	113	DEPUTY TAX CLERK	25,922.00	0.00	25,922.00	4.00%	1,036.88	0.00	26,959.00	26,959.00	360.00	0.00	0.00	0.00	0.00	27,319.00
45	113	DEPUTY TAX CLERK	25,831.00	0.00	25,831.00	4.00%	1,033.24	0.00	26,864.00	26,864.00	1,140.00	0.00	0.00	0.00	0.00	28,004.00
46	113	DEPUTY CLERK/CASHIER	25,206.00	0.00	25,206.00	4.00%	1,008.00	0.00	26,214.00	26,214.00	1,800.00	0.00	0.00	0.00	0.00	28,014.00
47	113	HEAD CASHIER	24,706.00	0.00	24,706.00	4.05%	1,000.00	0.00	25,706.00	25,706.00	360.00	0.00	0.00	0.00	0.00	26,066.00
48	113	HEAD CASHIER	24,706.00	0.00	24,706.00	4.05%	1,000.00	0.00	25,706.00	25,706.00	960.00	0.00	0.00	0.00	0.00	26,666.00
49	113	DEPUTY CLERK/CASHIER	24,245.00	0.00	24,245.00	4.12%	1,000.00	0.00	25,245.00	25,245.00	720.00	0.00	0.00	750.00	0.00	26,715.00
50	113	COLLECTION CLERK	24,245.00	0.00	24,245.00	4.12%	1,000.00	0.00	25,245.00	25,245.00	0.00	0.00	0.00	0.00	0.00	25,245.00
51	113	ASST BOOKKEEPR	24,820.00	0.00	24,820.00	4.03%	1,000.00	0.00	25,820.00	25,820.00	0.00	0.00	0.00	0.00	0.00	25,820.00
52	113	TAX CLK/CASHR	23,789.00	0.00	23,789.00	4.20%	1,000.00	0.00	24,789.00	24,789.00	1,260.00	0.00	0.00	0.00	0.00	26,049.00
53	113	ASST CASHIER	28,000.00	0.00	28,000.00	4.00%	1,120.00	0.00	29,120.00	29,120.00	1,020.00	0.00	0.00	0.00	0.00	30,140.00
54	113	DEPUTY CLERK/CASHIER	23,554.00	0.00	23,554.00	4.25%	1,000.00	0.00	24,554.00	24,554.00	540.00	0.00	0.00	0.00	0.00	25,094.00
55	113	COLLECTION CLERK	23,470.00	0.00	23,470.00	4.26%	1,000.00	0.00	24,470.00	23,470.00	0.00	0.00	0.00	0.00	0.00	23,470.00
56	113	CASHIER ASST	23,428.00	0.00	23,428.00	4.27%	1,000.00	0.00	24,428.00	24,428.00	720.00	0.00	0.00	0.00	0.00	25,148.00
57	113	CASHIER ASST	23,420.00	0.00	23,420.00	4.27%	1,000.00	0.00	24,420.00	24,420.00	840.00	0.00	0.00	0.00	0.00	25,260.00
58	113	CASHIER ASST	22,906.00	0.00	22,906.00	4.37%	1,000.00	0.00	23,906.00	23,906.00	360.00	0.00	0.00	0.00	0.00	24,266.00
59	113	DEPUTY CLERK/CASHIER	22,729.00	0.00	22,729.00	4.40%	1,000.00	0.00	23,729.00	23,729.00	300.00	0.00	0.00	0.00	0.00	24,029.00
60	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%	1,000.00	0.00	23,625.00	23,625.00	540.00	0.00	0.00	0.00	0.00	24,165.00
61	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%	1,000.00	0.00	23,625.00	23,625.00	420.00	0.00	0.00	0.00	0.00	24,045.00
62	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%	1,000.00	0.00	23,625.00	23,625.00	0.00	0.00	0.00	0.00	0.00	23,625.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1100-415-15-140-001-0
Tax Office

AI-11930

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 Allow. 118	Clothing 119	
63	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%	1,000.00	0.00	23,625.00	23,625.00	840.00	0.00	0.00	0.00	0.00	24,465.00
64	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%	1,000.00	0.00	23,625.00	23,625.00	0.00	0.00	0.00	0.00	0.00	23,625.00
65	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%	1,000.00	0.00	23,625.00	23,625.00	720.00	0.00	0.00	0.00	0.00	24,345.00
66	113	DEPUTY CLERK/CASHIER	22,625.00	0.00	22,625.00	4.42%	1,000.00	0.00	23,625.00	23,625.00	480.00	0.00	0.00	0.00	0.00	24,105.00
67	113	TAX CLK/CASHR	22,553.00	0.00	22,553.00	4.43%	1,000.00	0.00	23,553.00	23,553.00	420.00	0.00	0.00	0.00	0.00	23,973.00
68	113	TAX CLK/CASHR	22,553.00	0.00	22,553.00	4.43%	1,000.00	0.00	23,553.00	23,553.00	300.00	0.00	0.00	0.00	0.00	23,853.00
69	113	TAX CLK/CASHR	22,542.00	0.00	22,542.00	4.44%	1,000.00	0.00	23,542.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
70	113	DEPUTY CLERK/CASHIER	22,375.00	0.00	22,375.00	4.47%	1,000.00	0.00	23,375.00	23,375.00	1,020.00	0.00	0.00	0.00	0.00	24,395.00
71	113	TAX CLK/CASHR	22,319.00	0.00	22,319.00	4.48%	1,000.00	0.00	23,319.00	23,319.00	0.00	0.00	0.00	0.00	0.00	23,319.00
72	113	INVENTORY CLK	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	2,250.00	0.00	25,486.00
73	113	DEPUTY TAX CLERK	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
74	113	DEPUTY TAX CLERK	23,736.00	0.00	23,736.00	4.21%	1,000.00	0.00	24,736.00	24,736.00	0.00	0.00	0.00	0.00	0.00	24,736.00
75	113	CASHIER ASST	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
76	113	DEPUTY TAX CLERK	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
77	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
78	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	22,236.00	0.00	0.00	0.00	0.00	0.00	22,236.00
79	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	360.00	0.00	0.00	0.00	0.00	23,596.00
80	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	300.00	0.00	0.00	0.00	0.00	23,536.00
81	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
82	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
83	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
84	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
85	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
86	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	960.00	0.00	0.00	0.00	0.00	24,196.00
87	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	360.00	0.00	0.00	0.00	0.00	23,596.00
88	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
89	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	540.00	0.00	0.00	0.00	0.00	23,776.00
90	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	660.00	0.00	0.00	0.00	0.00	23,896.00
91	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
92	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
93	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1100-415-15-140-001-0
Tax Office

AI-11930

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 Allow. 118	Clothing 119	
94	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	360.00	0.00	0.00	0.00	0.00	23,596.00
95	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
96	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
97	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
98	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
99	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
100	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	360.00	0.00	0.00	0.00	0.00	23,596.00
101	113	DEPUTY TAX CLERK	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
102	113	DEPUTY TAX CLERK	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
103	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	540.00	0.00	0.00	0.00	0.00	23,776.00
104	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
105	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
106	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
107	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
108	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
109	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
110	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
111	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
112	113	TAX CLK/CASHR	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
113	113	DEPUTY CLERK/CASHIER	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
114	113	TAX CLK/CASHR	21,820.00	0.00	21,820.00	4.58%	1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
115	113	TAX CLK/CASHR	21,820.00	0.00	21,820.00	4.58%	1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
116	113	TAX CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%	1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
117	113	TAX CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%	1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
118	113	DEPUTY CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%	1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
119	113	DEPUTY CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%	1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
120	113	DEPUTY CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%	1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
121	113	DEPUTY CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%	1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
122	113	TAX CLERK/CASHIER	21,820.00	0.00	21,820.00	4.58%	1,000.00	0.00	22,820.00	22,820.00	0.00	0.00	0.00	0.00	0.00	22,820.00
123	113	ADMINISTRATIVE ASSISTANT	30,000.00	0.00	30,000.00	4.00%	1,200.00	0.00	31,200.00	31,200.00	0.00	0.00	0.00	1,500.00	0.00	32,700.00
124	113	TAX CLERK/CASHIER	28,000.00	0.00	28,000.00	4.00%	1,120.00	0.00	29,120.00	29,120.00	0.00	0.00	0.00	0.00	0.00	29,120.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1100-415-15-140-001-0
Tax Office

AI-11930

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 Allow. 118	Clothing 119	
125	113	DEPUTY CLERK/CASHIER	0.00	24,000.00	24,000.00	0.00%	0.00	0.00	24,000.00	24,000.00	480.00	0.00	0.00	0.00	0.00	24,480.00
126	113	DEPUTY CLERK/CASHIER	0.00	24,000.00	24,000.00	0.00%	0.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
127	113	DEPUTY CLERK/CASHIER	0.00	24,000.00	24,000.00	0.00%	0.00	0.00	24,000.00	24,000.00	720.00	0.00	0.00	0.00	0.00	24,720.00
128	113	ADMISNISTRATIVE ASSISTANT	0.00	30,000.00	30,000.00	0.00%	0.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
129	113	TAX CLERK/CASHIER	0.00	0.00	24,000.00	0.00%	0.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130	113	TAX CLERK/CASHIER	0.00	0.00	24,000.00	0.00%	0.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
131	113	TAX CLERK/CASHIER	0.00	0.00	24,000.00	0.00%	0.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
132	113	TAX CLERK/CASHIER	0.00	0.00	24,000.00	0.00%	0.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
133	113	TAX CLERK/CASHIER	0.00	0.00	24,000.00	0.00%	0.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
134	113	TAX CLERK/CASHIER	0.00	0.00	24,000.00	0.00%	0.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			3,462,381.00	102,000.00	3,708,381.00		145,954.04	0.00	3,854,334.00	3,654,792.00	52,020.00	0.00	0.00	43,765.00	1,000.00	3,751,577.00

Request to create six (6) regular full time Tax Clerk/Cashier positions for the Alamo Sub-Station slot # 0129 thru 0134 pending CC Approval

3,751,577.00

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Tax Office **DATE:** 10/22/2008

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0129 thru 0134

REQUESTED POSITION TITLE: Tax Clerk/Cashier
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: **$** 0.00 (Current Budgeted Salary) **$** 24,000.00 (Proposed Budgeted Salary) **$** 144,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other General Fund

POSITION Type:

Full Time Employee Object 113 ☑ 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:

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	☑
N/A	☐		

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

Tax Office New Alamo Sub-Station

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

For the new Tax Office Alamo Sub-Station

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	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-11890 **9.A.**

HIDTA Task Force

CC REGULAR

Date: 10/28/2008
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz
Department: HIDTA
Agenda Area: HIDTA - Task Force

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claims/invoices with authority for Hidalgo County Treasurer to issue payment for the following invoice after they have been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

Vendor	Invoice Date	Invoice Amount
Copy Graphics	40890	$150.00
Copy Graphics	40757	$87.34
Lone Star Shredding & Document Storage	0056451	$115.22

BACKGROUND

Pending Consent AI-11912 for CC 10-28-08

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1252-412-00-270-012-0-XXX
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Copy Graphics 40890
8-1252-412-00-270-012-0-432 with $1,771.03 available as of 10-23-08
Copy Graphics 40757
8-1252-412-00-270-012-0-432 with $1,771.03 available as of 10-23-08
Lone Star Shredding & Document Storage 0056451
8-1252-412-00-270-012-0-350 with $ 82.69 available as of 10-23-08
Pending Consent AI-11912 for CC 10-28-08
Corporate Express 89912680
8-1252-412-00-270-012-0-601 with $2,068.77 available as of 10-23-08

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Veronica Lopez	10/23/2008 11:54 AM	APRV
2	Veronica Lopez	Veronica Lopez	10/24/2008 10:31 AM	APRV
3	Auditor's Office	Linda Fong	10/24/2008 11:04 AM	APRV
4	Purchasing Department	Marty Salazar	10/24/2008 11:25 AM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 01:08 PM	APRV

Form Started By: Nelda Olivarez Started On: 10/22/2008 04:45 PM

Final Approval Date: 10/24/2008

copy graphics

221 North 10th Street McAllen, TX 78501
P: 956-631-0205 F: 956-630-2628

CONTRACT INVOICE

Invoice Number: 40890
Invoice Date: 09/18/2008

Bill To: HIDTA (Hidalgo County Task Force)
ACCOUNTS PAYABLE
PO Box 5719
McAllen, TX 78502-5719
USA

Customer: HIDTA (Hidalgo County Task Force)
3100 S. Closner
Edinburg, TX 78539

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
3238	NET 30	10/18/2008	$ 150.00	**$ 150.00**

Contract Number	Contact	P.O. Number	Start Date	Exp. Date	Contract Amount
CGI1011-02	Nelda Olivarez 956-381-0444	602531	09/21/2007	09/20/2009	$ 150.00

Remarks
Monthly Meter Plan

Summary:

Contract base rate charge for the 09/21/2008 to 10/20/2008 billing period	$150.00
Contract overage charge for this overage period	$0.00 **
**see overage details below	$150.00

Detail:

Equipment Included under this contract

RICOH/MP-C3000SPF

Number	Serial Number	Base Adj.	Location
53	L3765600717	$0.00	HIDTA (Hidalgo County Task Force) 3100 S Closner Edinburg, TX 78539

INVOICE RECEIVED BY:
GOODS/SERVICES RECEIVED BY: 10/9/08
ON
8-1252-412-00-270-012-0-432
DATE

SEP 19 2008

There is a 20% restocking fee on all stocked supplies. No Returns for special order supply items or any parts.

Original Invoice
Pay from this invoice

Invoice SubTotal	$150.00
Tax:	$0.00
Invoice Total	$150.00
Balance Due:	**$150.00**

copy graphics

221 North 10th Street McAllen, TX 78501
P: 956-631-0205 F: 956-630-2628

CONTRACT INVOICE

Invoice Number: 40757
Invoice Date: 09/16/2008

Bill To: HIDTA (Hidalgo County Task Force)
ACCOUNTS PAYABLE
PO Box 5719
McAllen, TX 78502-5719
USA

Customer: HIDTA (Hidalgo County Task Force)
3100 S. Closner
Edinburg, TX 78539

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
3238	NET 30	10/16/2008	$ 87.34	**$ 87.34**

Contract Number	Contact	P.O. Number	Start Date	Exp. Date	Contract Amount
CGI1011-02	Nelda Olivarez 956-381-0444	602531	09/21/2007	09/20/2008	$ 87.34

Remarks
Monthly Meter Plan

Summary:

Contract base rate charge for this billing period	$0.00
Contract overage charge for the 08/21/2008 to 09/20/2008 overage period	$87.34 **
**see overage details below	$87.34

Detail:

Equipment Included under this contract

RICOH/MP-C3000SPF

Number	Serial Number	Base Adj.	Location
53	L3765600717	$0.00	HIDTA (Hidalgo County Task Force) 3100 S Closner Edinburg, TX 78539

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
B/W (108)	B/W Meter	80,920	84,878	3,958	8,000	0	$0.015000	$0.00
Color	Color Meter	15,215	16,509	1,294	500	794	$0.110000	$87.34
								$87.34

INVOICE RECEIVED BY:
[signature] ID 11.6.08
GOODS/SERVICES RECEIVED BY:
ON
8-1253-412-00-270-012-0-4132

Original Invoice
Pay from this Invoice

SEP 19 2008

There is a 20% restocking fee on all stocked supplies. No Returns for special order supply items or any parts.

Invoice SubTotal	$87.34
Tax:	$0.00
Invoice Total	$87.34
Balance Due:	**$87.34**

LONE STAR SHREDDING & DOCUMENT STORAGE
WHERE YOUR PAPER TRAIL ENDS

1970 W. EXPRESSWAY 83
MERCEDES, TX. 78570
1-800-747-3318

Invoice

Date	Invoice #
10/1/2008	0056451

Bill To
HITDA Sonya Lopez P.O. Box 5719 McAllen, TX 78502-5719

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	Storage Records 10-01-08 through 10-31-08	115.22	115.22

OCT - 6 2008

	Total	$115.22

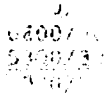
INVOICE

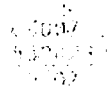
HIDTA
Ms. Sonya Lopez
P.O. Box 5719
McAllen, Tx 78502-5719

Invoice No. 0056451
Date: 10/1/2008
Acct: 0231
Account PO#:
From: 9/1/2008 to 9/30/2008

		RATE	QTY	TOTAL
STORAGE: 10/1/2008 through 10/31/2008				
Storage Letter Size	(0.5300/30 days)	0.5300	178.00	94.34
Store Letter Transfer Box	(1.0600/30 days)	1.0600	4.00	4.24
Store Legal Transfer Box	(1.0600/30 days)	1.0600	6.00	6.36
Non Standard Size Container (1.2 cu.ft.)	(0.5300/30 days)	0.5300	1.00	0.53
Store Non Standard (2 cu. ft.)	(1.5000/30 days)	1.5000	2.00	3.00
Store Non Standard (3 cu. ft.)	(2.2500/30 days)	2.2500	3.00	6.75
			194.00	115.22

Total Amount Due 115.22





Lone Star Shredding & Document Stor

Corporate Express
Productivity in your hands.

Billing Inquiries
(800) 408-4722
Product/Shipment Inquiries
(800) 270-9711

Order #	Order Ref #	Order Date	Invoice Number
190098603-001		09/05/08	89912680
Order Contact	**Phone #**	**Acct Executive**	**Invoice Date**
SONYA LOPEZ	(956) 381-0444	OFELIA FARRAR	09/08/08
Payment Terms		**Due Date**	**Customer Number**
NET PMT IN 30 DAYS		10/08/08	10855932

Prompt Values
1. LOC ID - 7845 7645
2. PO # - 608699
3. -
4. -

ACCOUNTS PAYABLE 139-36-4139-1
HIDALGO CNTY HIDTA TASK FORCE
PO BOX 5719
MCALLEN TX 78502-5719

Ship To:
HIDALGO CNTY HIDTA TASK FORCE
3100 S CLOSNER BLDG FOX TROT
EDINBERG, TX 78502

INVOICE

Order Line#	CEXP Product#	Customer Product#	Product Description	Order UOM	Qty Ord	Qty Ship	Unit Price	Extended Price
1	EVEE91FP12		BATTERY,AA,ENGZR,12PK	PK	1	1	12.25	12.25

RECEIVED BY
COUNTY AUDITOR
2008 SEP 16 PM 3 31

INVOICE RECEIVED BY:
Sonya Lopez ON 9/15/08
GOODS/SERVICES RECEIVED BY: ON 9/15/08
~~8-1252-412-00-270-012-0-601~~ PB
8-1252-412-00-270-012-0-601

SEP 15 2008

REMIT TO
CORPORATE EXPRESS INC
39143 Treasury Center
Chicago, IL 60694-9100

Product	$	12.25
Tax	$	0.00
Freight	$	0.00
Other	$	0.00
Amount Due	$	12.25

Corporate Express
A Staples Company

2102 Fair Park Boulevard
Harlingen TX 785505251
USA
Tel: (888) 238-6329
Fax: (888) 664-3311

Order #	Order Date	Account #	Order Contact	Phone #
190098603001	09/05/08	10855932	SONYA LOPEZ	(956) 381-0444
Cust Order #		Order Method	Account Executive	
		PHON	OFELIA FARRAR	

LOC ID: 7645 7645
PO #: 608699
:
:

402
06561
09/06/08 04:01

Order ID# 190098603001

PACK LIST

SOLD TO	SHIP TO
HIDALGO CNTY HIDTA TASK FORCE PO BOX 5719 MCALLEN TX 785025719 USA	HIDALGO CNTY HIDTA TASK FORCE 3100 S CLOSNER BLDG FOX TROT EDINBERG TX 78502 USA

Carton #	Line #	Product #	Customer Product #	Item Description	Unit	Quantity Ordered	Quantity Shipped	Quantity Backordered
20284739	1	BVEE91FP12		BATTERY,AA,ENGZR,12PK	PK	1	1	0

THANK YOU for your order - We appreciate your business!

If this order does not meet your expectations, contact Customer Care at (888) 238-6329.
Please keep this document for 30 days, as it contains information necessary to expedite returning merchandise.
For Terms and Conditions, please refer to your printed or online catalog

AI-11814 **10.A.**

Cancellation - H.Rehab assistance
CC REGULAR

Date: 10/28/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Requesting approval to cancel application for Housing Rehabilitation Assistance for Paula Rangel, at the request of the homeowner.

BACKGROUND

The following family is being recommended for cancellation by the Housing Rehab Staff, due to homeowner's request. Letter from the family was hand delivered on October 15, 2008.

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Paula G. Rangel Reconstruct Deferred Loan-Elderly	CW 85-08-13	Countywide Precinct #3	Home 2007	Lot 4 Colonia Guadalupe Subdivision, Phase 3 being a resubdivision of a 7.761 acre tract of land out of Lot 2, Block 38, Alamo Land & Sugar Company Subdivision, Hidalgo County, Texas

Fiscal Impact

Attachments

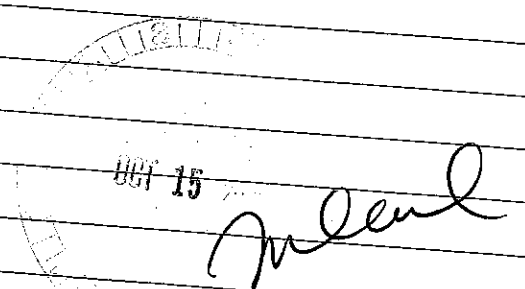
Link: cancellation letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/23/2008 01:31 PM	PEND
2	Veronica Lopez	Veronica Lopez	10/22/2008 09:05 AM	APRV
3	Auditor's Office	Becky Morales	10/23/2008 09:04 AM	APRV
4	Purchasing Department	Marty Salazar	10/23/2008 01:27 PM	APRV
5	Court Administrator	Angela Garcia	10/23/2008 01:31 PM	APRV
Form Started By: Estella Webber			Started On: 10/20/2008 02:49 PM	
Final Approval Date: 10/23/2008				

10-15-08

Paula Argel ella estoy dando
permiso a mi hijo dolores
silgero por decirles que llamo
cierto que me agar en casa
Paula Argel se tiene
pregunos atear 3 8 8 6 7 00



AI-11832 **10.B.**

Palmview Fire Truck
CC REGULAR

Date: 10/28/2008
Submitted By: Hilda Bazan, URBAN COUNTY
Submitted For: Hilda Bazan
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Urban County Program on behalf of City of Palmview presents for consideration, discussion, acceptance and approval of final payment of Pre-Award Agreement for purchase of a pumper/rescue unit with rescue equipment through Hidalgo County's membership and participation with TASB (BuyBoard) awarded vendor Siddons Fire Apparatus in the amount of $10,000.00.

BACKGROUND

Siddons Fire Apparatus is a vendor through BuyBoard Contract # 245-06. HUD authorized Pre-Award Agreement for payment of pumper/rescue unit. The first payment, in the amount of $150,000.00, utilized Precinct No. 3 (Palmview) UCP Year 20 (2007) Fire Station/Equipment recaptured funds. The second payment, in the amount of $300,000.00 utilized Urban County Program Year 21 (2008) funds. The final payment will utilize Urban County Program Year 20 (2007) Pct 3 Fire Station/Equipment (recaptured funds). Hidalgo County Commissioners' Court approved the Pre-Award Agreement on December 5, 2007.

Vendor: Siddons Fire Apparatus
Funds Available: $10,000.00 Year 20 (2007) Pct 3 Fire Station/Equipment (recaptured funds)

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County Program will utilize fiscal year 20 (2007) Precinct 3 Fire Station/Equipment (recaptured funds) in the amount of $10,000.00.

Attachments

Link: Palmview Fire Truck

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 07:45 AM	APRV

2	Veronica Lopez	Veronica Lopez	10/23/2008 08:28 AM	APRV
3	Auditor's Office	Becky Morales	10/23/2008 09:04 AM	APRV
4	Purchasing Department	Marty Salazar	10/23/2008 01:31 PM	APRV
5	Court Administrator	Angela Garcia	10/23/2008 01:47 PM	APRV

Form Started By: Hilda Bazan Started On: 10/21/2008 03:50 PM

Final Approval Date: 10/23/2008

Siddons Fire Apparatus INC

Invoice

DATE	INVOICE #
10/07/2008	20726
TERMS	**DUE DATE**
Net 30	11/06/2008

BILL TO

ACCOUNTS PAYABLE
Palmview Fire Dept
400 West Veterans Blvd
Palmview, TX 78572

Job Number
20726

Date	Description	Amount
10/07/2008	Remaining balance due, 1 @ $10,000.00	10,000.00

MAIL ALL PAYMENTS TO:
P.O. Box 2461, Houston, TX 77252-2461
We also accept Visa & Master Card

TOTAL **$10,000.00**

CITY OF PALMVIEW

"MOVING IN THE RIGHT DIRECTION"

MAYOR
JORGE G. GARCIA

ALDERMEN
GERARDO PEREZ
NOE RUBEN MUÑOZ
FERNANDO ESQUIVEL
ANTONIO URESTI

ALDERWOMAN
GRACIELA S. FLORES

CITY ADMINISTRATOR
JOHNN V. ALANIZ

CITY SECRETARY
AIDA RIVAS

Urban County Program

Monica Luna,

Siddons Fire Apparatus has invoiced us for the final payment of the rescue/pumper unit

In the amount of $31),000.00. We are requesting that you please process payment and use the City of Palmview UCP year 20 (2007) fire station allocated funds of $10,000.00. Please place payment for $10,000.00 in the next Commissioners Court agenda for October 28, 2008.

Note: Fire Truck paid Friday September 26th

Christopher R. Barrera

C R.H Bag

City of Palmview

(956) 581-7416

AI-11838 **10.C.**

Proyecto Azteca & UCP Colonia Agreement
CC REGULAR

Date: 10/28/2008
Submitted By: Hilda Bazan, URBAN COUNTY
Submitted For: Hilda Bazan
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Approval of Inter-local Agreement between the County of Hidalgo and Proyecto Azteca, a non-profit organization, for the 2008 Colonia Self Help Center Initiatives Program Contract # 728003.

BACKGROUND

Requesting approval to enter into an inter-local agreement between the County of Hidalgo Urban County Program and Proyecto Azteca, a non-profit organization, as allowed under SB 1509 Colonia Self-Help Center Initiative. The contract involves housing services such as rehabilitation of private properties, new construction, reconstruction, construction skills training, homeownership classes & assistance, solid waste removal, technology access, tool library program and home repairs. Housing services will be provided in the following colonias:

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize Texas Department of Housing and Community Affairs grant (as per Pete from Urban County).

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 07:46 AM	APRV
2	Veronica Lopez	Veronica Lopez	10/24/2008 09:00 AM	APRV
3	Auditor's Office	Linda Fong	10/24/2008 11:16 AM	APRV
4	Dina Trevino		10/24/2008 05:46 PM	NEW

Form Started By: Hilda Bazan — Started On: 10/21/2008 05:04 PM

Final Approval Date: 10/24/2008

AGREEMENT FOR SERVICES
SELF-HELP CENTER TECHNICAL ASSISTANCE

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

SECTION 1
Parties To Contract

This Agreement for Services ("Contract") is made and entered into by the **COUNTY OF HIDALGO, URBAN COUNTY PROGRAM** ("COUNTY") and **PROYECTO AZTECA**, a Texas non-profit corporation, ("PROVIDER"). The parties hereto agree that, in consideration of the benefits and promises herein contained by the execution of this Contract, they are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2
Contract Period

This Contract shall commence on October 28, 2008 and shall terminate on June 25, 2012, unless otherwise specifically provided for by the terms of this Contract.

SECTION 3
Performance

Hidalgo County did, in June 2008 enter into a **Community Development Program Contract** with the **Texas Department of Housing and Community Affairs ("TDHCA")**, an agency of the State of Texas (**"DEPARTMENT"**), wherein Hidalgo County assumed certain duties and obligations relative to the community development program grant therein described. Hidalgo County desires, by execution of this Contract, to enter into a relationship with Provider relative to their assumption and provision of some of the County's obligations described in the above mentioned contract with the Department.

By execution hereof, Provider agrees to provide on the County's behalf certain services required by the contract between County and the Department in connection with the development of a self-help center program serving the following colonias:

1. Muniz Subdivision
2. South Tower Estates
3. Sanchez Ranch Subdivision
4. Linda Vista Subdivision
5. LJ # 1 Subdivision

All services will be in accordance with the terms and requirements of Texas State Senate Bill 1509 ("Bill"), also known as Sub-Chapter Z of Chapter 2306, Texas Government Code ("Act") and Department. Provider shall perform all activities in accordance with the terms of the Performance

Statement and attached hereto and incorporated herein as "Exhibit A" and the budget, attached hereto and incorporated herein as "Exhibit B" and all other statements made by Provider in its application to the County for the contract to deed conversion funded under this Contract and with all other terms, provisions, and requirements set forth in this contract.

Provider agrees to provide technical assistance to County in the performance of County's duties and obligations as hereinafter set forth:

Provide Capacity

Construction Skills Training

Contractor shall conduct fifteen (15) classes on construction skills necessary to repair or build a home or install necessary residential infrastructure. Construction classes will be prioritized for the residents of the Hidalgo County Colonia SHC service area.

Homeownership Classes

Contractor shall conduct fifteen (15) homeownership classes funded exclusively through matching funds to educate individuals and families on their rights and responsibilities as homeowners. The homeownership classes will be prioritized for residents of the Hidalgo County Colonia SHC service area.

Solid Waste Removal

Contractor shall implement five (5) solid waste removal activities such as colonia lot clean-up campaigns, the removal of junk vehicles and large item trash pick-up as needed. A minimum of twelve thousand pounds (12,000 lbs.) will be collected and all activities will include the proper disposal of all solid waste for the residents of the Hidalgo County /colonia SHC service area.

Technology Access

Contractor shall conduct fifteen (15) computer literacy classes, provide computer tutoring and operate, maintain and purchase equipment to provide access to computers and the internet. Access to technology and any associated classes will be prioritized for the residents of the Hidalgo County Colonia SHC service area.

Tool Library

Contractor shall operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of five hundred (500) tool checkouts and all resources will be prioritized for the residents of the Hidalgo Colonia SHC service area.

Homeownership Assistance

Contractor shall assist twelve (12) families with up to fifty percent (50%) of down payment expenses, principal reductions and/or cover reasonable closing costs associated with the purchase of new housing at an average cost of one thousand three hundred dollars ($1,300) within the Hidalgo County Colonia SHC service area.

Contractor shall assist ten (10) families through financing the payment of the remaining balances on colonia lots at an average cost of four thousand dollars ($4,000). Evidence of release of lien must be presented and Evidence of release of lien must be presented and recorded in the County property records. Participating families must also be served through a housing activities included in this contract which will result in a home that meets either Colonia Housing Standards or Housing Quality Standards, depending on the respective housing activity line item requirement.

SECTION 4
County Obligations

A. Payment

In consideration of full and satisfactory performance of the activities refereed to in Section 3 of this Contract, County shall reimburse actual and reasonable costs incurred by Provider during the Contract period for performances rendered under this Contract by Provider, subject to the limitations set forth in this Section 4.

1. It is expressly understood and agreed by the parties hereto that County's obligations under this Section 4 are contingent upon evidence of performance consistent with Performance Statement.

2. County shall not reimburse Provider for any costs incurred by Provider which are not allowable costs, as set forth in Section 6 (A) of this Contract;

3. County shall not reimburse Provider for any costs incurred by Provider or for any performances rendered by Provider which are not strictly in accordance with the terms of this Contract, including the terms of all exhibits of this Contract.

4. County shall not reimburse Provider for any costs incurred or performances rendered by Provider before commencement of this Contract or after termination of this Contract, except as may be specifically set forth in Exhibit B of this Contract.

5. County shall not reimburse for costs incurred and reserved on the Certificate of Completion or Certificate of Occupancy if such costs are not billed to County within ten months after the end of its fiscal year that follows the termination date of the Contract.

B. Limit of Liability

Notwithstanding any other provision of this contract to the contrary, the maximum amount of all reimbursements by the County to Provider under this Contract shall not exceed the sum of $1,200,000.00.

SECTION 5
Project Draws

A. Request for Project Draw

Provider shall submit to County all back-up documentation, including but not limited to records of activities, public meetings, applications and supporting documentation, amounts requested for disbursement, invoices, receipts and so forth, that are needed by County to prepare and support the project draw, with original copies to County for its review and approval as set forth in Exhibit "B" and Section 3.

B. Limitations

Provider's request for draw(s) shall be limited to the amounts approved and necessary for new construction, reconstruction, rehabilitation, relocation or title work funded under this Contract. County shall establish procedures to minimize the time elapsing between the transfer of funds from County to Provider and shall ensure that such funds are disbursed as soon as administratively possible.

C. Contingency for Payment

Notwithstanding the provisions of Section 5 (A) of this Contract, it is expressly understood and agreed by the parties hereto that payments under this contract are contingent upon Provider's substantial performance of its obligations under this Contract. No payment shall be delayed unless a failure to perform is material and substantial. County agrees to work with Provider to expedite payment and resolve issues.

D. Waiver

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in Section 5 or in any other provision of this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law. Nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6
Uniform Administrative Requirements, Cost Principles, and Program Income

A. Allowability of Costs

Except as specifically modified by law or the provisions of this Contract, Provider shall comply with the Regulations and for matters not addressed therein, with Office of Management and Budget

(OMB) Circular A-102, as revised January 1981 in performing this Contract. The allowability of costs incurred for performances rendered hereunder shall be determined in accordance with OMB Circular A-133 as supplemented by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act of 1998 (TEX. GOVT. CODE ANN. Chapter 783), and this Contract.

SECTION 7
Retention and Accessibility of Record

A. Records

Provider shall give to County original records and supporting documents for all expenditure of funds under this Contract in a manner which conforms to OMB Circular A-87, Section 570, 490 of the Regulations and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. County shall retain such records supplied by Provider and any supporting documentation for the greater of three years from close-out of this Contract or the period required by other applicable laws and regulations as described in the regulations.

B. Access

Provider shall give the U.S. Department of Housing and Urban Development, the Inspector General, the General Accounting Office, the Auditor of T.D.H.C.A., and County, or any of therein duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, or property belonging to or in use by Provider pertaining to this Contract.

C. Subcontracts

Provider shall include the substance of this Section 7 in all subcontracts.

SECTION 8
Reporting Requirements

A. Requirements

Provider shall submit to County such reports on the operation and performance of this Contract as may be required by County, including but not limited to the reports specified in this Section 8.

B. Weekly and Quarterly Reports

Provider shall submit weekly progress reports and a quarterly summary report no later than the tenth (10^{th}) day of the month after the end of each calendar quarter of the Contract period specified in Section 2. A Quarterly Progress Report of the progress of all activities by budget categories and in narrative form, performed pursuant to Exhibit A-Performance Statement, of the expenditures and obligations of funds, by budget category, made pursuant to Exhibit B-Budget, of this Contract. The

Quarterly Progress Report shall be in a format prescribed by County and shall include all such activities, expenditures, and obligations made or performed under this Contract during the previous quarter as set forth in Exhibit "C".

SECTION 9
Monitoring

County reserves the right to perform periodic on-site monitoring of Provider's compliance with the terms and conditions of this Contract and of the adequacy and timeliness of Provider's performance under this Contract. After each monitoring visit, County may submit to Provider a written report, if any is drawn up, of the monitor's findings. If the monitoring reports note deficiencies in Provider's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Provider. Deficiencies should be cured within a month from the time Provider has been notified of its deficiency. Failure by Provider to take action specified in the monitoring report may be cause for suspension or termination of this Contract, as provided in Section 17 and 18 of this Contract.

SECTION 10
Subcontracts

A. Ability to Subcontract

Except for subcontractors to which the federal labor standards requirements apply, Provider may not subcontract for performance of activities of services described in this Contract without obtaining County's proper written approval. Provider shall only subcontract for performance of activities or services described in this Contract to which the federal labor standards requirements apply after Provider has submitted a Subcontractor Eligibility form, as specified by County, for each proposed subcontract and Provider has obtained County's prior written approval based on the information submitted, or Provider's intent to enter into such proposed subcontract. Provider in subcontracting for any performance of activities or services described in this Contract expressly understand that in entering into such subcontracts. County is in no way liable to Provider's subcontractor(s).

SECTION 11
Conflict of Interest

No person who is 1) an employee, agent, consultant, officer or elected or appointed official of the State of Texas, or of any applicant that receives funds, and who exercised or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this contract; or 2) in a position to participate in a decision-making process, or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the Self Help Center Program assisted activity, or have an interest in any contract, subcontract or agreement (or the proceeds thereof) with respect to a Texas Community Development assisted activity either for themselves or those with whom they have family or family ties, during their tenure or for one year thereafter; or 3) in dispute with TDHCA or the County regarding program compliance or administration of program funds under federal or state programs, may be employed in any capacity

by the Provider or subcontractor hired by Provider during the contract term. Even the appearance of impropriety determined by TDHCA or the County, in each sole direction, related to any TDHCA or the County program must be avoided.

SECTION 12
Nondiscrimination and Sectarian Activity

A. Nondiscrimination Activities

Provider shall ensure that no person shall on the ground of race, color, national origin, religion, sex, age, or handicap be excluded from participation, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this Contract.

B. Nonsectarian Activities

None of the performances rendered by provided under this Contract shall involve and no portion of the funds received by Provider under this Contract shall be used in support of any sectarian or religious activity, nor shall any facilities used in the performance of any activities or services rendered under this Contract be used for sectarian instruction or as a piece of religious worship. Provider shall comply with regulations promulgated by the U.S. Department of Housing and Urban Development at 24 CFR Sec. 570.200(j).

SECTION 13
Legal Authority

A. Representations

Provider represents, assures and guarantees to County that it possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and perform the services Provider has obligated itself to perform hereunder.

B. Authority to Execute

The person or persons signing and executing this Contract on behalf of Provider, or representing themselves as signing and executing this Contract on behalf of P:rovider, do hereby warrant and guarantee that s/he or they have been duly authorized by Provider to execute this Contract on behalf of Provider and to validly and legally bind Provider to all terms, performances, and provisions herein set forth.

SECTION 14
Changes and Amendments

A. Amendments

Except as specifically provided otherwise in this Contract, any alterations, additions or deletions to the terms of this Contract shall be by amendment hereto in writing and executed by all parties to this Contract.

B. Policy Changes

It is understood and agreed by the parties hereto that performance under this Contract must be rendered in accordance with the Act, the Bill, the Regulations, the assurances and certifications made by County to the U.S. Department of Housing and Urban Development by the State of Texas with regard to the operation of the T.D.H.C.A. programs.

Based on these considerations and in order to ensure the legal and effective performance of this Contract by all parties, it is agreed by the parties hereto that the performances under this Contract are amended by the provisions of the Texas Community Development Program Implementation Manual of the Department and any amendments thereto and may further be amended in the following manner:

County may, from time to time during the term of this contract, forward policy directives that serve to establish, interpret, or clarify performance requirements under this Contract by Department. Such policy directives shall be promulgated by the Department in the form of program issuances. These shall have the effect of qualifying the terms of this Contract to be consistent with the terms of the contract between County and Department and shall be binding upon Provider, as if written herein. Said policy directives and any amendments to said policy and procedures manual shall not alter the terms of this Contract so as to release County of any obligation specified in Section 4 of this Contract to reimburse costs incurred by Provider prior to the effective date of said amendments or policy directives.

C. Legislative Requirements

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

SECTION 15
Suspension

Notwithstanding the provision of TEXAS GOVERNMENT CODE ANN Chapter 2251 in the event Provider fails to comply with any terms of this Contract, County may, upon written notification to Provider, suspend this Contract in whole or in part and withhold further payment to Provider and prohibit Provider from incurring additional obligations of funds under this Contract.

SECTION 16
Termination

A. County's Right to Terminate

County shall have the right to terminate this Contract in whole or in part at any time before the date specified in Section 2 of this Contract whenever County determines that Provider has failed to comply with any term of this Contract. County shall notify Provider in writing of any defect in performance and the consequences of said defect up to and including termination, the reasons for termination, the effective date of such termination and in the case of partial termination, the portion of the Contract to be terminated.

B. Mutual Termination

The parties to this Contract shall have the right to terminate this Contract in whole or in part, when the parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that all parties agree, in writing, upon the termination condition including the effective date of such termination and in the case of partial termination the portion of the Contract to be terminated.

C. Reimbursement For Costs Incurred After Termination

Upon termination or receipt of notice to terminate, whichever occurs first, County shall reimburse Provider only for those expenses that have been approved prior to the notice of termination. County shall not be liable to Provider or to Provider's creditors for any costs, expenses, or liabilities of Provider incurred after termination of this Contract, which shall be Provider's sole responsibility.

D. Liability for Damages

Notwithstanding any exercise by County of its right of suspension under Section 17 of this Contract, or of early termination pursuant to this Section 18, Provider shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Provider. County may withhold payments to Provider until such time as the exact amount of damages due to County from Provider is agreed upon or is otherwise determined.

E. Opportunity to Cure

County may, in its sole discretion, grant Provider a thirty (30) day opportunity to cure any failures of performance.

SECTION 17
Citizen Complaint Procedures

A. Complaint Procedures

Provider shall forward citizen complaints to County.

SECTION 18
Oral and Written Agreements

A. No Oral Agreement

All oral and written agreements between the parties of this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

B. Incorporated Attachments

The attachments enumerated and denominated below are hereby made a part of this Contract and constitute promised performances by Provider in accordance with Section 3 of this Contract:

1. Exhibit A. Performance Statement
2. Exhibit B. Budget
3. Exhibit C. Quarterly Progress Reports

SECTION 19
Venue

Any legal disputes pursuant to this Contract shall be brought in the proper court of Hidalgo County, Texas.

HIDALGO COUNTY

Witness: _____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

By: _____
Diana R. Serna
UCP Executive Director

Date: _____

PROYECTO AZTECA

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A

PERFORMANCE STATEMENT

COLONIA SELF-HELP CENTER CONTRACT NO. 728003

HIDALGO COUNTY

Contractor shall carry out the following activities in the Hidalgo County Colonia Self-Help Center (SHC) service area colonias of South Tower Estates, Muñiz, L.J. #1, Linda Vista Estates and Sanchez Ranch as identified in its 2007/2008 Colonia SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget. The total number of beneficiaries to be targeted will be three thousand five hundred seventy-three (3,573) persons of which three thousand two hundred fifteen (3,215) or ninety percent (90%) are of low to moderate income.

7. Public Services

Construction Skills Training

Contractor shall conduct fifteen (15) classes on construction skills necessary to repair or build a home or install necessary residential infrastructure. Construction classes will be prioritized for the residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit three hundred (300) persons, of which two hundred seventy (270) or ninety percent (90%) are of low to moderate income.

Homeownership Classes

Contractor shall conduct fifteen (15) homeownership classes funded exclusively through matching funds to educate individuals and families on their rights and responsibilities as homeowners. The homeownership classes will be prioritized for residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit one hundred (100) persons, of which ninety (90) or ninety percent (90%) are of low to moderate income.

Solid Waste Removal

Contractor shall implement five (5) solid waste removal activities such as colonia lot clean-up campaigns, the removal of junk vehicles and large item trash pick-up as needed. A minimum of twelve thousand pounds (12,000 lbs.) will be collected and all activities will include the proper disposal of all solid waste for the residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit three thousand five hundred seventy-three (3,573) persons of which three thousand two hundred fifteen (3,215) or ninety percent (90%) are of low to moderate income.

Technology Access

Contractor shall conduct fifteen (15) computer literacy classes, provide computer tutoring and operate, maintain and purchase equipment to provide access to computers

and the internet. Access to technology and any associated classes will be prioritized for the residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit two hundred (200) persons, of which one hundred eighty (180) or ninety percent (90%) are of low to moderate income.

Tool Library Program

Contractor shall operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of five hundred (500) tool checkouts and all resources will be prioritized for the residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit three thousand five hundred seventy-three (3,573) persons of which three thousand two hundred fifteen (3,215) or ninety percent (90%) are of low to moderate income.

9a. Residential Rehabilitation

Colonia Housing Rehabilitation

Contractor shall conduct thirteen (13) residential rehabilitations of housing units for residents of the Hidalgo County Colonia SHC service area at an average cost of seven thousand nine hundred fifty-four dollars ($7,954) that will bring the rehabilitated homes up to, at a minimum, Colonia Housing Standards.

These activities shall benefit sixty-three (63) persons, of which sixty-three (63) or one hundred percent (100%) are of low to moderate income.

Colonia Self-Help Home Repair

Contractor shall assist fifty (50) residences within the Hidalgo County Colonia SHC service area with minor self-help methodology home repairs at an average cost of three thousand dollars ($3,000) that will bring the repaired section of the home up to, at a minimum, Colonia Housing Standards.

These activities shall benefit two hundred twenty-five (225) persons, of which two hundred twenty-five (225) or one hundred percent (100%) are of low to moderate income.

13. Administration, Planning and Management

Contractor shall ensure the amount of funds expended for all eligible project-related administration activities that are intended to be charged to the contract, including the required annual program compliance and fiscal audit costs, do not exceed the amount specified for administration in Exhibit B, Budget.

15b. Not Feasible for Rehabilitation (Reconstruction)

Contractor shall conduct ten (10) reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of thirty-three thousand five hundred dollars ($33,500) that will bring the reconstructed homes up to, at a minimum, Housing Quality Standards.

These activities shall benefit forty-five (45) persons, of which forty-five (45) or one hundred percent (100%) are of low to moderate income.

15c. Other 105 (a) (15)

Contractor shall conduct twelve (12) new constructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of thirty-three thousand five hundred dollars ($33,500). Upon completion, the homes will meet Housing Quality Standards.

These activities shall benefit fifty-eight (58) persons, of which fifty-eight (58) or one hundred percent (100%) are of low to moderate income.

17. Homeownership Assistance

Contractor shall assist twelve (12) families with up to fifty percent (50%) of down payment expenses, principal reductions and/or cover reasonable closing costs associated with the purchase of new housing at an average cost of one thousand three hundred dollars ($1,300) within the Hidalgo County Colonia SHC service area.

These activities shall benefit fifty-eight (58) persons, of which fifty-eight (58) or one hundred percent (100%) are of low to moderate income.

Contractor shall assist ten (10) families through financing the payment of the remaining balances on colonia lots at an average cost of four thousand dollars ($4,000). Evidence of release of lien must be presented and recorded in the county property records. Participating families must also be served through a housing activity included in this contract which will result in a home that meets either Colonia Housing Standards or Housing Quality Standards, depending on the respective housing activity line item requirements.

These activities shall benefit forty-five (45) persons, of which forty-five (45) or one hundred percent (100%) are of low to moderate income.

EXHIBIT B
BUDGET
COLONIA SELF-HELP CENTER CONTRACT NO. 728003
HIDALGO COUNTY

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS*	TOTAL
1	Acquisition, Disposition			
2	Clearance			
3	Center/Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	$ 33,995	$26,200	$ 60,195
8	Relocation			
9	Rehabilitation (use 9a or 9b)			
9a	Residential Rehabilitation	$ 253,405	-0-	$ 253,405
9b	Commercial Rehabilitation			
10	Public Housing Modernization			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management	$ 120,000	$160,000	$ 280,000
14	Economic Development (use 14a, 14b or 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For-profit Entities			
14c	Micro enterprises or Small Business			
15	New Construction (use 15a, 15b, or 15c)			
15a	Last Resort			
15b	Not feasible for Rehabilitation (Reconstruction)	$ 335,000	-0-	$ 335,000
15c	Other 105 (a) 15 (New Construction)	$ 402,000	-0-	$ 402,000
16	Unspecified Activities			
17	Homeownership Assistance	$ 55,600	-0-	$ 55,600
	Totals	$ 1,200,000	$186,200	$ 1,386,200

* **Other Funds**: Proyecto Azteca General Funds, USDA/Proyecto Azteca Revolving Loan Fund and the Margurite Casy and Heron Foundation

EXHIBIT C
COLONIA SHC PROGRAM QUARTERLY PROGRESS REPORT
MINORITY ENTERPRISE REPORT

Contract No. 726003 Locality Name: Hidalgo County

Quarterly Reporting Period: ☐ Jan-Mar 20__ ☐ Apr-Jun 20 ☐ Jul-Sep 20__ ☐ Oct-Dec 20__

1	2 TxCDBG Funds			3	4 ACCOMPLISHMENTS								
					Proposed			Activity this Quarter			Actual / To Date		
Line Item # , Activity & Subactivity (if applicable)	a. Current Budget	b. Total Drawn	c. Balance Remaining	Other Funds Expenditures To Date	d. Deliverables	e. Total Beneficiaries	f. Total L/M Beneficiaries	g. Deliverables	h. Total Beneficiaries	i. Total L/M Beneficiaries	j. Deliverables	k. Total Beneficiaries	l. Total L/M Beneficiaries
7. Public Service	$ 33,995.00	$ -	$ 33,995.00	$ -									
Construction Skills Training					15	300	270	-	-	-	-	-	-
Homeownership Classes					15	100	90	-	-	-	-	-	-
Solid Waste Removal					5	3,573	3,215	-	-	-	-	-	-
Technology Access					15	200	180	-	-	-	-	-	-
Tool Lending Library					1	3,573	3,215	-	-	-	-	-	-
9a. Residential Rehabilitation	$ 253,405.00	$ -	$ 253,405.00	$ -									
Colonia Housing Rehabilitation					13	83	83	-	-	-	-	-	-
Colonia Self Help Repair					50	225	225	-	-	-	-	-	-
13. Administration	$ 120,000.00	$ -	$ 120,000.00	$ -									
15b. Not Feasible for Rehabilitation (Reconstruction)	$ 335,000.00	$ -	$ 335,000.00	$ -	10	45	45	-	-	-	-	-	-
15c. Other 105 (a) (15 New Construction)	$ 402,000.00	$ -	$ 402,000.00	$ -	12	58	58	-	-	-	-	-	-
17. Homeownership Assistance	$ 56,600.00	$ -	$ 56,600.00	$ -	12	58	58	-	-	-	-	-	-
Down Payment Assistance					10	45	45	-	-	-	-	-	-
Lot Payoff													
Total:	$1,200,000.00	$ -	$ 1,200,000.00	$ -									

MINORITY BUSINESS STATUS

Contractor/Subcontractor Name *List all contracts awarded this quarter only*	Contract Amount			Column Codes: *See instructions for codes*						
	TCDP Dollars	Other Funds	Total Dollars	A	B	C	D	E	F	G
			$ -							
			$ -							

Certification by county representative:

_____

AI-11834 **10.D.**

City of San Juan - Chula Vista Project
CC REGULAR

Date: 10/28/2008
Submitted By: Hilda Bazan, URBAN COUNTY
Submitted For: Hilda Bazan
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Urban County Program for the City of San Juan is requesting consideration and action to award and enter into a Construction Contract with D.M. Roth, Inc. (lowest bidder meeting all specifications and/or requirements) for the Chula Vista Subdivision Street Improvements Project located in the City of San Juan in the amount of $237,755.00 utilizing UCP Year 20(2007) and Year 21(2008) street improvement funds.

BACKGROUND

The project involves reconstruction of streets with curb and gutters within the Chula Vista Subdivision located in the City of San Juan. See attached recommendation by the project engineer. (Project Engineer: Cruz-Hogan Consultants, Inc.)

Contractor:	D.M Roth Inc
Contract Amount:	$237,755.00
Funds Available:	$25,882.79 Year 20 (2007) San Juan Street Improvement funds
	$272,400.00 Year 21 (2008) San Juan Street Improvement funds
Total Funds Available:	$298,282.79

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County Program will utilize fiscal years 20 (2007) and 21 (2008) San Juan Street Improvement funds in the total amount of $298,282.79.

Contractor: D.M. Roth Inc.
Contract Amount: $237,755.00
Total Funds Available: $298,282.79

Attachments

Link: City of San Juan Chula Vista Project (2)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 07:46 AM	APRV
2	Veronica Lopez	Veronica Lopez	10/23/2008 09:39 AM	APRV
3	Auditor's Office	Becky Morales	10/23/2008 05:57 PM	APRV
4	Purchasing Department	Marty Salazar	10/24/2008 08:25 AM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 08:31 AM	APRV

Form Started By: Hilda Bazan Started On: 10/21/2008 04:17 PM

Final Approval Date: 10/24/2008

Mayor: Pedro Contreras
Mayor Pro-Tem: Lupe Rodríguez
Commissioners: Bob Garza
Edward R. Rodriguez
Claudia R. Gonzalez

TO: Monica Luna
CDBG Coordinator

FROM: Tony Garza
City Manager

DATE: October 20, 2008

RE: Chula Vista Subdivision

Please be advised that on Tuesday, October 14, 2008, at our City Commission meeting we received a low bid in the amount of $237,755.00 from:

D.M. Roth, Inc.
Contact Person: Tyler Wulf
5820 N. Cage, Suite 2
Pharr, TX 78577
956-787-0845

This bid was recommend by our City Engineer, Mr. Ronnie Cruz for the Street Improvement Project for Chula Vista Subdivision Estates, Urban County Project No. 5007/08-75-0311-5000-7500-KS.

We are requesting that you place this item on the upcoming County Commissions' Court agenda.

If additional information is needed, please contact our office.

TG:cw

CRUZ - HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen • Weslaco

October 3, 2008

Mayor Contreras and City Commissioners
City of San Juan
709 S. Nebraska
San Juan, TX 78589

RE: **Letter of Recommendation**
Street Improvements at Chula Vista Estates Subdivision
Urban County Program
No. 5007/08-75-0311-5000-7500-KS

Dear Mayor Contreras and City Commissioners,

Bids were received on October 1, 2008 for the above referenced project. We are happy to have received 5 bids. Sascon, Inc. was the apparent low bidder, with a listed bid of $237,657.00. After reviewing the bids, it has come to my attention that the amount read aloud at the bid opening for Sascon, Inc. was incorrect. There was an error with the addition of the total bid items. The true bid amount for Sascon, Inc. is $260,607.00. This places them as second lowest bidder. Therefore, DM Roth, out of Pharr Texas, turned in a low bid of $237,755.00, making them the lowest bidder for this project.

I recommend awarding DM Roth, Inc., which submitted the low bid of $237,755.00. The estimate cost of the project was approximately $250,000.00. Enclosed you will find a bid tabulation and an itemized bid tabulation for your review.

If you have any questions please feel free to contact me at (956) 682-5022.

Sincerely,

Ronnie Cruz, P.E.
CRUZ-HOGAN *Consultants, Inc.*

RC/cl

Enclosures

605 E. Violet Avenue • Suite 5 • McAllen, Texas 78504
(956) 682-5022 • Fax (956) 682-5089
www.cruzhogan.net

Bid Tabulation For: Street Improvements at Chula Vista Estates Subdivision
San Juan, Texas
Urban County Program No. 5007/08-75-0311-5000-7500-KS

Engineer: CRUZ-HOGAN *Consultants, Inc.*

Bid Date: October 1, 2008

				DM Roth		Sascon		Valley Paving, Inc.		Jimmy Closner		IOC	
Item	Description	Unit	QTY.	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Scarify existing asphalt paving and base material and prepare existing base material for reuse. To include all scarifying, break down of existing asphalt pavement, mixing, watering of existing base material, reshaping and compaction to final grade. All complete in place. (Total reused base thickness shall be 6" minimum).	SY	12,650	$ 1.00	$ 12,650.00	$ 2.80	$ 35,420.00	$ 3.40	$ 43,010.00	$ 4.50	$ 56,925.00	$ 2.55	$ 32,257.50
2	Lime Stabilization of 6" thick existing Caliche salvage base (1% lime, 5 lbs./sy). To include all mixing, watering and compaction, etc. All complete in place.	SY	12,650	$ 3.00	$ 37,950.00	$ 1.90	$ 24,035.00	$ 2.25	$ 28,462.50	$ 0.70	$ 8,855.00	$ 3.38	$ 42,757.00
3	Prime Coat (.20 gal/sy). All complete in place.	SY	12,650	$ 1.00	$ 12,650.00	$ 1.20	$ 15,180.00	$ 1.00	$ 12,650.00	$ 1.85	$ 23,402.50	$ 1.11	$ 14,041.50
4	1-1/2" Inch Hot Mix Asphalt Concrete Pavement (165 lbs/sy). To include compaction. All complete in place.	SY	12,650	$ 8.00	$ 101,200.00	$ 9.00	$ 113,850.00	$ 9.50	$ 120,175.00	$ 9.75	$ 123,337.50	$ 8.60	$ 108,790.00
5	Remove existing curb and gutter and replace with new 18" curb and gutter. To include demolition, concrete, return filets, steel reinforcing, joints and etc. All complete in place.	LF	485	$ 13.00	$ 6,305.00	$ 10.00	$ 4,850.00	$ 16.30	$ 7,905.50	$ 14.50	$ 7,032.50	$ 21.44	$ 10,398.40
6	Remove existing Valley Gutter and replace with new six foot (6') Valley Gutter. To include demolition, concrete, return filets, steel reinforcing, joints and etc. All complete in place.	SY	168	$ 40.00	$ 6,720.00	$ 44.00	$ 7,392.00	$ 94.50	$ 15,876.00	$ 59.00	$ 9,912.00	$ 50.30	$ 8,450.40
7	Six foot (6') Valley Gutter. To include concrete, reinforcing steel, joints, and etc. All complete in place.	SY	110	$ 33.00	$ 3,630.00	$ 38.00	$ 4,180.00	$ 67.50	$ 7,425.00	$ 44.00	$ 4,840.00	$ 34.97	$ 3,846.70
8	18" RCP Class III. To include installation, backfill, compaction, water jetting and joint material. All complete in place.	LF	850	$ 25.00	$ 21,250.00	$ 30.00	$ 25,500.00	$ 26.00	$ 22,100.00	$ 30.00	$ 25,500.00	$ 46.13	$ 39,210.50
9	Type "A" Precast Concrete Inlet. To include ring and cover and concrete base. All complete in place.	EA	8	$ 3,000.00	$ 24,000.00	$ 2,200.00	$ 17,600.00	$ 1,975.00	$ 15,800.00	$ 1,800.00	$ 14,400.00	$ 1,837.28	$ 14,698.24
10	Adjust top of existing manholes to match finished pavement.	EA	8	$ 300.00	$ 2,400.00	$ 450.00	$ 3,600.00	$ 500.00	$ 4,000.00	$ 250.00	$ 2,000.00	$ 484.56	$ 3,876.48
11	Traffic Control.	LS	1	$ 4,000.00	$ 4,000.00	$ 2,300.00	$ 2,300.00	$ 3,500.00	$ 3,500.00	$ 7,000.00	$ 7,000.00	$ 6,020.89	$ 6,020.89
12	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control.	LS	1	$ 3,000.00	$ 3,000.00	$ 4,100.00	$ 4,100.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 2,773.35	$ 2,773.35
13	Construction Staking and Surveying. All complete in place.	LS	1	$ 2,000.00	$ 2,000.00	$ 2,600.00	$ 2,600.00	$ 1,200.00	$ 1,200.00	$ 2,500.00	$ 2,500.00	$ 8,796.94	$ 8,796.94
	TOTAL				$ 237,755.00		$ 260,607.00		$ 282,604.00		$ 286,704.50		$ 295,917.90

CONSTRUCTION CONTRACT

This Agreement, entered into this 28th day of October 20 08 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by City of San Juan (hereinafter called the "OWNER", acting herein through its County Judge, and D.M. Roth, Inc. (a corporation) of Pharr, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: City of San Juan – Street Improvements
PROJECT #: 5007/08-75-0311-5000-7500-KS
PROJECT DESCRIPTION: "City of San Juan - Street Improvements at Chula Vista Subdivision"

hereinafter called the project, for the sum of ($ 237,755.00) Two Hundred Thirty Seven Thousand Seven Hundred Fifty Five Dollars and No Cents and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the—plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Cruz-Hogan Consultants, Inc. entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 45 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: D.M. Roth, Inc.

Address: 5820 North Cage, Suite 2
Pharr, Texas 78577

Fed. I.D. #/S.S: 74-2732341

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

(seal)

_____
Notary Public - Signature

City Secretary:

_____

Witness:

_____

City of San Juan:

_____
Mayor Pedro Contreras

Urban County Program:

_____
Diana R. Serna
Urban County Director

AI-11835 **10.E.**

Pct. # 3 for City of Penitas - St. Improvement
CC REGULAR

Date: 10/28/2008
Submitted By: Hilda Bazan, URBAN COUNTY
Submitted For: Hilda Bazan
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Hidalgo County Precinct No. 3 for the City of Peñitas is requesting consideration and action to award and enter into a Construction Contract with Asago Construction, LLC (lowest bidder meeting all specifications and/or requirements) for the Camargo Subdivision Street Improvements Project located in the City of Peñitas in the amount of $731,990.00 utilizing UCP Year 17(2004), Year 18(2005), Year 20(2007) and Year 21(2008) street and water/sewer improvement funds.

BACKGROUND

The project involves construction of new waterlines, sanitary sewer lines, storm drainage lines, sidewalks, and reconstruction of the streets within Camargo Subdivision located in the City of Peñitas. See attached recommendation by the project engineer. (Project Engineer: Javier Hinojosa Engineering)

Contractor: Asago Construction, LLC
Contract Amount: $731,990.00
Funds Available: $245,020.12 Year 17(2004) Pct 3 (Peñitas) Recaptured Street Improvement funds
$ 92,149.42 Year 18(2005) Pct 3 (Peñitas) Recaptured Water/Sewer Imp. funds
$ 7,685.09 Year 18(2005) Peñitas Street Improvement funds
$ 50,673.45 Year 18(2005) Peñitas Water/Sewer Improvement funds
$179,029.28 Year 20(2007) Peñitas Street Improvement funds
$161,659.00 Year 21(2008) Peñitas Street Improvement funds
$736,216.36 TOTAL

Fiscal Impact

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

Urban County Program will utilize fiscal years 17 (2004), Year 18 (2005), Year 20 (2007) and Year 21 (2008) in the total amount of $736,216.36.

Contractor: Asago Construction, LLC
Contract Amount: $731,990.00
Total Funds Available: $736,216.36

Attachments

Link: Prct #3- City of Penitas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 07:46 AM	APRV
2	Veronica Lopez	Veronica Lopez	10/24/2008 08:42 AM	APRV
3	Auditor's Office	Linda Fong	10/24/2008 11:26 AM	APRV
4	Purchasing Department	Marty Salazar	10/24/2008 11:26 AM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 01:07 PM	APRV

Form Started By: Hilda Bazan Started On: 10/21/2008 04:38 PM

Final Approval Date: 10/24/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No._____

Date: October 17, 2008 Meeting Date Request: October 28, 2008
Deadline for Action: October 28, 2008 Contact Person: ***Diana R. Serna***
Department: ***Urban County Program*** Phone: **(956) 787-8127** Fax: **(956) 787-5291**

Diana R. Serna, UCP Director:

Caption:

Hidalgo County Precinct No. 3 for the City of Peñitas is requesting consideration and action to award and enter into a Construction Contract with Asago Construction, LLC (lowest bidder meeting all specifications and/or requirements) for the Camargo Subdivision Street Improvements Project located in the City of Peñitas in the amount of $731,990.00 utilizing UCP Year 17(2004), Year 18(2005), Year 20(2007) and Year 21(2008) street and water/sewer improvement funds.

Background:

The project involves construction of new waterlines, sanitary sewer lines, storm drainage lines, sidewalks, and reconstruction of the streets within Camargo Subdivision located in the City of Peñitas. See attached recommendation by the project engineer. (Project Engineer: Javier Hinojosa Engineering)

Contractor:	Asago Construction, LLC	
Contract Amount:	$731,990.00	
Funds Available:	$245,020.12	Year 17(2004) Pct 3 (Peñitas) Recaptured Street Improvement funds
	$ 92,149.42	Year 18(2005) Pct 3 (Peñitas) Recaptured Water/Sewer Improvement funds
	$ 7,685.09	Year 18(2005) Peñitas Street Improvement funds
	$ 50,673.45	Year 18(2005) Peñitas Water/Sewer Improvement funds
	$179,029.28	Year 20(2007) Peñitas Street Improvement funds
	$161,659.00	Year 21(2008) Peñitas Street Improvement funds
	$736,216.36	TOTAL

Deputy Director _____ Manager:_____ Finance:_____

Please initial for approval:
Legal Counsel _____ **Budget** _____ **Human Resources** _____
Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:_____
Account Code: _____ Impact on Future Budget: Yes _____ No _____
Comments:

Action taken by Commissioner's Court:

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

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

September 30, 2008

Mr. Oscar Cuellar, City Administrator
City of Peñitas
P.O. Box 204
Peñitas, Texas 78576

Re: Hidalgo County – Urban county Program
Precinct 3 for City of Peñitas Street Improvements – Camargo Subdivision
Bid No. CAP-5004/07-93-0311-5000-9300-ML

Dear Mr. Cuellar,

Bids were received and opened for the City of Peñitas Street Improvements – Camargo Subdivision on September 24, 2008. A total of eight bids were received with Asago Construction, LLC being the low bidder with a total base bid of $731,990.00. Attached is a copy of the bid tabulation for your review. This project involves construction of new waterlines, sanitary sewer lines, storm drainage lines, sidewalks and reconstruction of the streets within the Camargo Subdivision. Asago Construction, LLC is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Asago Construction, LLC in the amount of $731,990.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Commissioner Joe M. Flores, Hidalgo County Precinct No. 3
Monica Luna, CDBG Coordinator, Urban County Program

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

S:\Office Documents\JHE2008\LETTERS-2008\BID RECOMMENDATION\Cuellar-Oscar-09-30-08.doc

BID TABULATION SHEET
Hidalgo County – Urban County Program
City of Penitas Street Improvements – Camargo Subdivision
Bid No. 5004/07-93-0311-5000-9300-ML
Bid Date: September 24, 2008 @ 9:30 a.m.

Bidder	Total Base Bid	Bid Bond
1. Asago, LLC	$ 731,990.00	YES
2. Valley Paving, Inc.	$ 886,280.00	YES
3. Saenz Utility Contractors, Ltd.	$ 967,500.00	YES
4. The 5125 Company	$ 993,845.00	YES
5. J.M. Construction	$1,021,300.00	YES
6. Jimmy Closner & Sons Construction Co.	$1,036,343.50	YES
7. IOC Company, LLC	$1,156,575.00	YES
8. Mission Paving Company, Inc.	$1,185,418.50	YES

Bid Tabulation Sheet

Hidalgo County - Urban County Program

Project 3 for City of Penitas Street Improvements - Camargo Subdivision

Bid No: 5034407-02-0311-5030-9300-[illegible]

Bid Date: September 24, 2008 @ 9:30 a.m.

	QUANTITIES		Asago, LLC		Valley Paving, Inc.		Sacyr Utility Contractors		The 5125 Company		J.M. Construction		Jimmy Closner & Sons		IOC Company, LLC		Mission Paving Co. Inc.	
A. Water Distribution																		
1. 8" PVC C-900	3,250	LF	$12.00	$39,000.00	$12.50	$40,625.00	$14.00	$45,500.00	$16.00	$52,000.00	$21.00	$68,250.00	$15.90	$51,675.00	$15.10	$49,075.00	$24.75	$80,437.50
2. 8" PVC C-909	500	LF	$13.00	$6,500.00	$12.50	$6,250.00	$15.00	$7,500.00	$16.00	$8,000.00	$21.00	$10,500.00	$17.90	$8,950.00	$17.40	$8,700.00	$32.00	$16,000.00
3. 8" Gate Valve & Box	17	EA	$1,000.00	$17,000.00	$1,010.00	$17,170.00	$1,000.00	$17,000.00	$1,160.00	$19,720.00	$1,200.00	$20,400.00	$1,110.00	$18,870.00	$1,360.00	$23,460.00	$1,500.00	$25,500.00
4. 2" Blow off (Flush Valves)	3	EA	$1,500.00	$4,500.00	$650.00	$1,950.00	$520.00	$1,560.00	$650.00	$1,950.00	$900.00	$2,700.00	$800.00	$2,400.00	$1,500.00	$4,500.00	$195.00	$585.00
5. 1" Double Service (Long) with 2" PVC Casing	12	EA	$1,000.00	$12,000.00	$450.00	$5,400.00	$650.00	$7,800.00	$450.00	$5,400.00	$800.00	$9,600.00	$540.00	$6,480.00	$625.00	$7,500.00	$431.50	$5,178.00
6. 1" Double Service (Short)	9	EA	$700.00	$6,300.00	$435.00	$3,915.00	$550.00	$4,950.00	$425.00	$3,825.00	$700.00	$6,300.00	$360.00	$3,240.00	$450.00	$4,050.00	$195.00	$1,755.00
7. 3/4" Single Service (Long) with 2" PVC Casing	3	EA	$750.00	$2,250.00	$375.00	$1,125.00	$585.00	$1,755.00	$300.00	$900.00	$790.00	$2,370.00	$440.00	$1,320.00	$525.00	$1,575.00	$415.00	$1,245.00
8. 3/4" Single Service (Short)	12	EA	$600.00	$7,200.00	$365.00	$4,380.00	$450.00	$5,400.00	$250.00	$3,000.00	$690.00	$8,280.00	$282.00	$3,384.00	$425.00	$5,100.00	$150.00	$1,800.00
9. Fire Hydrant w/Valve	6	EA	$3,000.00	$18,000.00	$2,950.00	$17,700.00	$3,200.00	$19,200.00	$3,000.00	$18,000.00	$4,000.00	$24,000.00	$2,980.00	$17,940.00	$3,450.00	$20,700.00	$3,215.00	$19,290.00
10. C.I. Fittings (Mega Lugs)	Lump Sum		$2,000.00	$2,000.00	$3,280.00	$3,280.00	$5,850.00	$5,850.00	$10,000.00	$10,000.00	$8,000.00	$8,000.00	$5,500.00	$5,500.00	$4,450.00	$4,450.00	$2,050.00	$2,050.00
11. 6" X 6" X 8" Tapping Tee & Valve	1	EA	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$2,350.00	$2,350.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,050.00	$2,050.00	$3,400.00	$3,400.00	$2,285.00	$2,285.00
12. 4" X 4" X 8" Tapping Tee & Valve	1	EA	$3,000.00	$3,000.00	$1,850.00	$1,850.00	$1,950.00	$1,950.00	$2,000.00	$2,000.00	$2,800.00	$2,800.00	$1,550.00	$1,550.00	$3,000.00	$3,000.00	$1,960.00	$1,960.00
13. Tie To Existing 6" Line with 6" X 6" Reducer	1	EA	$2,000.00	$2,000.00	$500.00	$500.00	$1,850.00	$1,850.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$275.00	$275.00	$1,200.00	$1,200.00	$650.00	$650.00
14. Tie To Exist. 2" Waterline with 6" X 4" Reducer and 4" X 2" Reducer	1	EA	$1,000.00	$1,000.00	$900.00	$900.00	$1,200.00	$1,200.00	$750.00	$750.00	$1,000.00	$1,000.00	$1,050.00	$1,050.00	$1,800.00	$1,800.00	$765.00	$765.00
15. 16" PVC Casing (Sch 40 - 150 PSI)	600	LF	$10.00	$6,000.00	$40.00	$24,000.00	$45.00	$27,000.00	$40.00	$24,000.00	$40.00	$24,000.00	$42.00	$25,200.00	$32.00	$19,200.00	$45.00	$27,000.00
16. Connect Services to Exist. Meter	56	EA	$300.00	$16,800.00	$125.00	$7,000.00	$350.00	$19,600.00	$50.00	$2,800.00	$200.00	$11,200.00	$84.00	$4,704.00	$415.00	$23,240.00	$50.00	$2,800.00
17. Patch & Replace Pavement	30	LF	$60.00	$1,800.00	$50.00	$1,500.00	$45.00	$1,350.00	$30.00	$900.00	$60.00	$1,800.00	$24.00	$720.00	$50.00	$1,500.00	$45.00	$1,350.00
Subtotal (Item A)				$150,350.00		$140,045.00		$171,815.00		$163,325.00		$205,200.00		$150,303.00		$182,450.00		$190,850.50
B. Sanitary Sewer																		
1. 8" SS Pipe (0 - 6' Deep) (SDR 26)	1,500	LF	$13.00	$19,500.00	$17.50	$26,250.00	$14.00	$21,000.00	$15.00	$22,500.00	$23.00	$34,500.00	$26.45	$39,675.00	$26.00	$39,000.00	$25.75	$38,625.00
2. 8" SS Pipe (6' - 8' Deep) (SDR 26)	1,600	LF	$15.00	$24,000.00	$19.50	$31,200.00	$16.00	$25,600.00	$18.00	$28,800.00	$26.00	$41,600.00	$28.45	$45,520.00	$33.55	$53,680.00	$32.00	$51,200.00
3. Standard Manhole	10	EA	$2,000.00	$20,000.00	$2,000.00	$20,000.00	$3,000.00	$30,000.00	$2,500.00	$25,000.00	$2,300.00	$23,000.00	$1,700.00	$17,000.00	$2,500.00	$25,000.00	$2,500.00	$25,000.00
4. 6" Stub Out	5	EA	$500.00	$2,500.00	$350.00	$1,750.00	$450.00	$2,250.00	$500.00	$2,500.00	$500.00	$2,500.00	$400.00	$2,000.00	$850.00	$4,250.00	$165.00	$825.00
5. Extra Depth Manhole	40	LF	$150.00	$6,000.00	$100.00	$4,000.00	$120.00	$4,800.00	$200.00	$8,000.00	$200.00	$8,000.00	$225.00	$9,000.00	$175.00	$7,000.00	$150.00	$6,000.00
6. 8" X 4" Wye	57	EA	$100.00	$5,700.00	$120.00	$6,840.00	$350.00	$19,950.00	$150.00	$8,550.00	$400.00	$22,800.00	$167.50	$10,687.50	$325.00	$18,525.00	$63.00	$3,591.00
7. 4" Service Pipe (Cap at Property Line)	2,200	LF	$5.00	$11,000.00	$6.85	$15,070.00	$6.00	$13,200.00	$7.00	$15,400.00	$15.00	$33,000.00	$5.75	$12,650.00	$16.50	$36,300.00	$25.00	$55,000.00
8. Trench Protection	3,100	LF	$1.00	$3,100.00	$1.25	$3,875.00	$1.00	$3,100.00	$1.00	$3,100.00	$1.00	$3,100.00	$4.75	$14,725.00	$1.00	$3,100.00	$1.75	$5,425.00
Subtotal (Item B)				$91,800.00		$108,935.00		$119,900.00		$113,850.00		$168,500.00		$151,257.50		$186,855.00		$185,706.00
C. Storm Drainage																		
1. 18" RCP Culverts	80	LF	$23.00	$1,840.00	$25.00	$2,000.00	$35.00	$2,800.00	$24.00	$1,920.00	$40.00	$3,200.00	$29.10	$2,328.00	$45.00	$3,600.00	$35.95	$2,876.00
2. Safety End Treatments	2	EA	$1,000.00	$2,000.00	$665.00	$1,330.00	$895.00	$1,790.00	$1,500.00	$3,000.00	$600.00	$1,200.00	$675.00	$1,350.00	$1,500.00	$3,000.00	$725.00	$1,450.00
3. 18" RC Pipe	1,100	LF	$23.00	$25,300.00	$27.00	$29,700.00	$26.00	$28,600.00	$28.00	$30,800.00	$28.00	$30,800.00	$33.35	$36,685.00	$45.00	$49,500.00	$48.00	$52,800.00
4. 24" RC Pipe	1,500	LF	$26.00	$39,000.00	$35.00	$52,500.00	$34.00	$51,000.00	$36.00	$54,000.00	$34.00	$51,000.00	$44.58	$66,870.00	$53.25	$79,875.00	$67.00	$100,500.00
5. Curb Inlet	17	EA	$2,500.00	$42,500.00	$2,150.00	$36,550.00	$2,750.00	$46,750.00	$2,000.00	$34,000.00	$3,000.00	$51,000.00	$1,756.00	$29,835.00	$2,660.00	$45,220.00	$2,500.00	$42,500.00
6. 5' Drain Manhole	5	EA	$3,000.00	$15,000.00	$2,975.00	$14,875.00	$1,995.00	$9,975.00	$2,500.00	$12,500.00	$3,100.00	$15,500.00	$3,650.00	$18,250.00	$2,400.00	$12,000.00	$4,700.00	$23,500.00
7. Trench Protection	2,600	LF	$2.00	$5,200.00	$2.00	$5,200.00	$1.00	$2,600.00	$1.00	$2,600.00	$1.00	$2,600.00	$4.00	$10,400.00	$1.00	$2,600.00	$1.75	$4,550.00
8. Tie to Exist. 24" Line with 5' Dia. Manhole	1	EA	$2,000.00	$2,000.00	$3,500.00	$3,500.00	$2,200.00	$2,200.00	$1,500.00	$1,500.00	$4,000.00	$4,000.00	$1,000.00	$1,000.00	$3,900.00	$3,900.00	$6,000.00	$6,000.00
Subtotal (Item C)				$132,840.00		$145,656.00		$145,715.00		$140,320.00		$159,300.00		$166,718.00		$199,695.00		$234,176.00

	QUANTITIES		Aspen, LLC		Valley Paving, Inc.		Seans Utility Contractors		The 5125 Company		J.M. Construction		Jimmy Closner & Sons		IDC Company, LLC		Mission Paving Co, Inc.	
D. Street Paving																		
1. Subgrade Preparation (Including Excavation)	13,000	SY	$4.50	$58,500.00	$2.25	$29,250.00	$3.25	$42,250.00	$4.00	$52,000.00	$3.00	$39,000.00	$1.75	$22,750.00	$3.00	$39,000.00	$3.75	$48,750.00
2. 6" Caliche Base	13,000	SY	$4.50	$58,500.00	$7.85	$102,050.00	$7.25	$94,250.00	$9.00	$117,000.00	$7.00	$91,000.00	$6.00	$78,000.00	$6.00	$78,000.00	$6.85	$89,050.00
3. 1 1/2" HMAC (Type "D")	11,200	SY	$6.00	$67,200.00	$8.60	$96,320.00	$9.55	$106,960.00	$9.00	$100,800.00	$9.00	$100,800.00	$8.85	$99,120.00	$9.70	$108,640.00	$9.50	$106,400.00
4. 6" Curb & Gutter	7,000	LF	$3.00	$21,000.00	$6.00	$42,000.00	$6.40	$44,800.00	$9.00	$63,000.00	$7.00	$49,000.00	$8.25	$57,750.00	$7.30	$51,100.00	$6.50	$45,500.00
5. 72" Valley Gutter	160	LF	$25.00	$4,000.00	$38.00	$6,080.00	$28.28	$4,520.00	$30.00	$4,800.00	$35.00	$5,600.00	$38.00	$6,080.00	$30.75	$4,920.00	$38.50	$6,160.00
6. 6" Lime Treated Subgrade	13,000	SY	$1.00	$13,000.00	$1.50	$19,500.00	$1.50	$19,500.00	$2.00	$26,000.00	$3.00	$39,000.00	$1.50	$19,500.00	$3.00	$39,000.00	$0.90	$11,700.00
7. Lime	170	TONS	$150.00	$25,500.00	$150.00	$25,500.00	$195.00	$33,150.00	$160.00	$27,200.00	$180.00	$30,600.00	$170.00	$28,900.00	$210.00	$35,700.00	$206.50	$35,105.00
8. Asphalt Driveway (6" Caliche / 1 1/2 HMAC)	41	EA	$500.00	$20,500.00	$300.00	$12,300.00	$440.00	$18,040.00	$550.00	$22,550.00	$600.00	$24,600.00	$960.00	$39,360.00	$975.00	$39,975.00	$950.00	$38,950.00
9. Concrete Driveway (5" Rein. - 3500 PSI)	33	EA	$600.00	$19,800.00	$965.00	$31,845.00	$1,050.00	$34,650.00	$1,000.00	$33,000.00	$1,300.00	$42,900.00	$1,280.00	$42,240.00	$1,410.00	$46,530.00	$1,575.00	$51,975.00
10. 4' Wide Sidewalk	7,000	LF	$5.00	$35,000.00	$12.65	$88,550.00	$15.75	$110,250.00	$15.00	$105,000.00	$4.00	$28,000.00	$18.00	$126,000.00	$14.85	$103,950.00	$15.35	$107,450.00
11. Handicap Ramps	12	EA	$500.00	$6,000.00	$800.00	$9,600.00	$200.00	$2,400.00	$500.00	$6,000.00	$500.00	$6,000.00	$1,080.00	$12,960.00	$905.00	$10,860.00	$750.00	$9,000.00
12. Relocate Mail Boxes	Lump Sum		$3,000.00	$3,000.00	$1,200.00	$1,200.00	$500.00	$500.00	$7,500.00	$7,500.00	$10,000.00	$10,000.00	$7,600.00	$7,600.00	$7,000.00	$7,000.00	$3,750.00	$3,750.00
13. Stop Sign Assembly with Street Names	8	EA	$500.00	$4,000.00	$550.00	$4,400.00	$300.00	$2,400.00	$500.00	$4,000.00	$600.00	$4,800.00	$525.00	$4,200.00	$500.00	$4,000.00	$372.00	$2,976.00
14. Type III Barricade	4	EA	$1,500.00	$6,000.00	$2,000.00	$8,000.00	$350.00	$1,400.00	$500.00	$2,000.00	$500.00	$2,000.00	$900.00	$3,600.00	$975.00	$3,900.00	$765.00	$3,060.00
Subtotal (Item D)				$342,000.00		$476,595.00		$516,070.00		$570,850.00		$473,300.00		$548,060.00		$572,575.00		$539,826.00
E. Irrigation Relocate																		
1. Utility Adjustment	Stated Allowance		N/A	$15,000.00	N/A	$15,000.00	N/A	$15,000.00	N/A	$15,000.00	N/A	$15,000.00	N/A	$15,000.00	N/A	$15,000.00	N/A	$15,000.00
Subtotal (Item E)				$15,000.00		$15,000.00		$15,000.00		$15,000.00		$15,000.00		$15,000.00		$15,000.00		$15,000.00
Total of Bid (Items A, B, C, D & E)				**$731,990.00**		**$688,260.00**		**$967,500.00**		**$993,345.00**		**$1,021,300.00**		**$1,038,343.50**		**$1,156,575.00**		**$1,185,418.50**

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Patricia A. Cardenas
Alderman Tomas Cedillo
Alderman Jose Gonzalez
Alderman Antonio Flores Jr.
Alderman Jesus A. Avendaño
City Administrator Oscar Cuellar
City Secretary Dina Garcia

October 10, 2008

Ms. Diana Serna, Director
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Serna

We have received the bid tabulation and recommendation from Javier Hinojosa on the bids for the Colonia Camargo Improvements Project. The Peñitas Board of Aldermen has reviewed and voted to recommend to the County Commissioners Court that the project contract be awarded to the apparent low bidder Asago Construction. The bid submitted was for more money than we had anticipated and will require moving some line item funds to cover the cost of the bid.

Attached is a breakdown of how we plan to fund the Colonia Camargo Project. During my meeting with Tony Barco and Monica Luna earlier this week we talked about moving money around administratively and having to do a public hearing to amend our budget to reallocate $ 35,000 from our Housing line item in the 2005 Program Year. Since we have enough funds to cover the apparent low bid with the changes indicated on the attachment, we will work on the budget amendment later, when we determine if the money is needed for the Colonia Camargo Project or our Park Project.

If you have any questions or require any additional information from us to proceed with taking this to Commissioners Court for approval please let me know. I would like to thank you and your staff for all of your help and cooperation with our efforts to get this project underway.

Sincerely

Oscar Cuellar Jr.
City Administrator

P.O. Box 204 Peñitas, TX 78576 Phone~ 956-581-3345 Fax~ 956-581-3346 E-mail ~ cityofpenitas@hotmail.com

CITY OF PEÑITAS

CDBG FUNDS AVAILABLE

FOR IMPROVEMENTS PROJECT IN

COLONIA CAMARGO

City Funds Recaptured by Precinct 3

Year 2004		245,020.12	
Year 2005		92,149.42	
	SUB TOTAL		**$ 337,169.54**

City Funds

Year 2005		50,673.45	
Year 2007		179,029.28	
Year 2008		161,659.00	
	SUB TOTAL		**$ 391,361.73**

CITY FUNDS TRANSFERRED FROM PRIOR YEAR COMPLETED ACTIVITIES

YEAR 2005(CODE ENFORCEMENT)		$ 2,685.09	
YEAR 2005(HOUSING)		$ 5,000.00	
	SUB TOTAL		**$ 7,685.09**

GRAND TOTAL AVAILABLE **$ 736,216.36**

CONSTRUCTION CONTRACT

This Agreement, entered into this 28th day of October 20 08 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **Precinct No. 3 for City of Peñitas** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **Asago Construction, LLC.** (a corporation) of **Mission**, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Precinct 3 for City of Peñitas – Street Improvements**
PROJECT #:	**5004/07-93-0311-5000-9300-ML**
PROJECT DESCRIPTION:	**"Precinct 3 for City of Peñitas - Street Improvements – Camargo Subdivision"**

hereinafter called the project, for the sum of **($ 731,990.00) Seven Hundred Thirty One Thousand Nine Hundred Ninety Dollars and No Cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the—plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **180** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 300.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: Asago Construction , LLC.

Address: 2113 Pecos Street
Mission, Texas 78572

Fed. I.D. #/S.S: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

(seal)

_____
Notary Public - Signature

City Secretary:

_____

Witness:

_____

City of Peñitas:

_____
Mayor Marcos Ochoa

Urban County Program:

_____
Diana R. Serna
Urban County Director

AI-11900 **11.A.**

Secretary of State Visit
CC REGULAR

Date: 10/28/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

Presentation and discussion by Texas Secretary of State Hope Andrade of the "Voter Information Tour".

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: e-mail

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/23/2008 11:53 AM	APRV
2	Erika Reyna	Erika Reyna	10/23/2008 12:05 PM	APRV
3	Auditor's Office	Becky Morales	10/23/2008 06:01 PM	APRV
4	Purchasing Department	Marty Salazar	10/24/2008 08:36 AM	APRV
5	Court Administrator (Originator)	Angela Garcia	10/24/2008 08:40 AM	APRV

Form Started By: Monica Badillo — Started On: 10/23/2008 08:50 AM

Final Approval Date: 10/24/2008

Monica Badillo

From: cari lambrecht [cari.lambrecht@hidalgocountyjudge.com]
Sent: Wednesday, October 22, 2008 5:20 PM
To: monica.badillo@co.hidalgo.tx.us
Cc: J.D. Salinas; yvonne.ramon@co.hidalgo.tx.us; Valde
Subject: FW: Secretary of State Visit to Edinburg and Harlingen

Monica,

Can you please place an item on the Oct. 28 Commissioners Court agenda based on the below information.

Suggestion: Presentation and discussion by Texas Secretary of State Hope Andrade of the "Voter Information Tour"

Thank you!!

Cari Lambrecht
Hidalgo County Public Information Officer
100 E. Cano, 2nd Floor
Edinburg, TX 78539
phone: (956) 292-7026
fax: (956) 318-2699
cell: (956) 720-5626
cari.lambrecht@hidalgocountyjudge.com
cari.lambrecht@co.hidalgo.tx.us
Website: www.co.hidalgo.tx.us

From: J.D. Salinas
Sent: Wednesday, October 22, 2008 5:07 PM
To: 'yvonne.ramon@co.hidalgo.tx.us'; cari lambrecht; 'rigobertovillarreal@yahoo.com'
Subject: Re: Secretary of State Visit to Edinburg and Harlingen

I would bring her to commissioners court and place on the agenda as a hello then do a press conference w/ commissioners @court. Just a suggestion.

From: yvonne ramon
To: cari lambrecht; J.D. Salinas; rigobertovillarreal@yahoo.com
Sent: Wed Oct 22 17:56:30 2008
Subject: FW: Secretary of State Visit to Edinburg and Harlingen

Judge,

I have been out most of the morning, visiting some of the polling locations – especially those who

have incident reports. I just got back to the office and received notice that Hope Andrade is to visit on Tuesday, October 28th (below).

Cari, the email says that they will take care of contacting media, but is there anything we need to do on our end?
Thanks,
Yvonne Ramón
Elections Administrator
Hidalgo County
956-318-2570

From: Kim Kizer [mailto:KKizer@sos.state.tx.us]
Sent: Wednesday, October 22, 2008 1:32 PM
To: belinda.sagreio@co.hidalgo.tx.us; yvonne.ramon@co.hidalgo.tx.us; rortiz@co.cameron.tx.us
Subject: Secretary of State Visit to Edinburg and Harlingen
Importance: High

Greetings, I hope that this e-mails finds you all well—I know that you are busy with Early Voting! I am contacting you to confirm the Secretary's visit next Tuesday.

We have kicked off Secretary Andrade's 18 county **Voter Information Tour.** She has been traveling to counties to meet with local election officials across the state to find out if there is anything that our office can do to assist you with this election; to help promote early voting; and to provide information to citizens displaced by Hurricane Ike as it relates to early voting and voting by mail and finally, to discuss military voting.

The Secretary is scheduled to be in Hidalgo and Cameron Counties on **Tuesday, October 28th** and I would like to know if:

1) The Secretary can meet with you and whomever you deem appropriate in your office; and
2) Hold a press event with you after the meeting to answer any questions that the press may have. We would take care of contacting all the media. (Most of the counties have just been inviting the media to their office for an informal chat after you have had an opportunity to visit with the Secretary).

The schedule would be as follows:

9:00 a.m. **Meeting with Hidalgo County Election Officials**
Yvonne Ramon, Hidalgo County Elections Administrator

10:00 a.m. **Meeting with Media in Edinburg**
Location TBD (same place as meeting?)

11:00 a.m. **Meeting with Cameron County Election Officials in Harlingen**

12:00 p.m. **Media Event in Harlingen**
Location TBD

Traveling with the Secretary will be Will Geise, Executive Assistant and Randall Dillard,

Communications Director. Please let me know if you are available to meet with the Secretary. Thank you so much,

Kim.

Contact Information:
Kim Kizer
Director of Special Projects
Elections Division
p: 512.463.9873
f: 512.463.7552
e: kkizer@sos.state.tx.us

AI-11869 **11.B.**

Rio South Texas Economic Council Agreement
CC REGULAR

Date: 10/28/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

1. Discussion and approval of an Interlocal Agreement for services by and between Hidalgo County and the Rio South Texas Economic Council.

2. Authorization to pay annual membership dues in the amount of $30,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-413-30-115-017-0-810
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding pending approval of AI 11906

Attachments

Link: By Laws
Link: Agreement
Link: invoice
Link: dues
Link: W9

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/23/2008 04:36 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/23/2008 05:58 PM	APRV
3	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Erika Reyna
Started On: 10/22/2008 02:47 PM

Final Approval Date: 10/24/2008

BYLAWS
OF
RIO SOUTH TEXAS ECONOMIC COUNCIL

These Bylaws (referred to as the Bylaws) govern the affairs of the Rio South Texas Economic Council, a nonprofit corporation (referred to as the Council) organized under the Texas Non-Profit Corporation Act (referred to as the Act).

Mission

Our mission is to successfully promote the economic expansion and diversification of communities in the Rio South Texas region.

Objectives

Business Climate-To promote a business and governmental climate that is conducive to successful economic development.

Education-To improve education and training for the purpose of strengthening community economic development efforts.

Marketing - To engage in marketing activities for the purpose of generating opportunities that will result in economic expansion & diversification.

Networking-To provide opportunities for sharing knowledge and experience, and the development of professional relationships.

ARTICLE 1

OFFICES

Principal Office

1.01 The Principal office of the Council in the State of Texas shall be located at 901 Business Park Dr., Ste 200, Mission, TX 78572. The Council may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any offices of the Council.

Registered Office and Registered Agent

1.02 The Council shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Council's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided.

ARTICLE 2

MEMBERS

Classes of Members

2.01 There shall be three classes of membership: Foundation membership is available to counties, cities and/or local economic development corporations; Institutional membership is reserved for chambers of commerce, education institutions and

councils of government; and Organizational membership is available to the private sector, utility companies, trade groups and other public or non-profit parties which have a vested interest in the economic vitality of the region. The Council Board of Directors shall establish the responsibilities and financial commitment for each category.

Admission of Members and Renewal of Membership

2.02 Natural persons, associations, corporations, businesses, partnerships, cooperatives, government entities and estates having an interest in, and who are in agreement with, the general purposes and objectives of the Corporation may be admitted to membership in the Council. Each member which is a corporation, partnership, foundation, or any entity except a person shall have the right to designate one person to represent the member. The Board of Directors may adopt and amend application procedures and qualifications for membership in the Council. The Board of Directors will accept applications and make recommendations to the membership. An affirmative vote of the majority of the members, present and voting shall be required for admission of any applicant who meets the membership qualifications then in effect. A member may renew membership by paying all required fees and dues. Applications for membership shall be in writing on Council application forms, and signed by the applicant.

Membership Fees and Dues

2.03 The Board of Directors may set and change the amount of the annual dues payable to the Council by members of each category. Dues shall be payable on or before December 1 of each year. Members in default will receive written notice by registered or certified mail, return receipt requested, and will then have thirty (30) days from receipt of letter to submit membership fees and dues to the Council. Failure to meet this guideline will result in termination of membership. The dues for a new member's first year shall be prorated from the first day of the month in which the member is admitted to membership through the end of the fiscal year.

Term of Membership Agreement/Withdrawals

2.04 Memberships are renewed annually by payment of annual membership dues. Any member may withdraw, through written notice, from the Council at any time without refund of dues paid to date.

Reimbursement

2.05 Members of the Council should not expect to be reimbursed for Council-related expenses.

Voting Rights

2.06 Each member, in good standing, shall be entitled to one vote on each matter submitted to a vote of the members. A member in good standing is one who has paid all required fees and dues as of the date of the meeting.

Termination of Members

2.07 The Board of Directors, by a two-thirds vote of all directors, may remove a member from the Council, with or without cause.

Resignation

2.08 A member's resignation shall not relieve the member of any obligations to pay any dues, assessments, or other charges that had accrued and were unpaid prior to the effective date of the resignation.

Honorary Members

2.09 The Board of Directors may extend Honorary Membership to persons or organizations that have made a

significant contribution to economic development in the Rio South Texas region. Honorary Members shall not be entitled to vote on matters before the membership.

ARTICLE 3

MEETINGS OF MEMBERS

Annual Meeting of Members

3.01 Beginning in 2009, the Board of Directors shall hold an annual meeting of the members during the second week of October each year or at another time that the Board of Directors designates. The time and place shall be fixed by the Board of Directors and the notice thereof sent by mail, fax, or electronic mail to each member at least twenty (20) days before said meeting. At the annual meeting, the Board shall elect directors, make an annual progress report, review the annual financial report and transact any other business that may come before the meeting. If, in any year, the election of directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board of Directors shall call a special meeting of the members as soon thereafter as possible to conduct the election of directors.

Regular Meetings of Members

3.02 The Board of Directors may provide for regular meetings of the members, at least quarterly, stating the time and place of such meetings, and may be called by the Chairman of the Board of Directors. Notice and purpose of the meeting shall be given to each member no less than five (5) days prior to each meeting.

Special Meetings of Members

3.03 Special meetings of the membership may be called by the Chairman, the Board of Directors, or not less than one-third (1/3) of the voting members. Notice, purpose and the place of the meeting shall be given to each member no less than ten (10) days prior to each meeting.

Place of Meetings of Members

3.04 The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If the Board of Directors does not designate the place of the meeting, the meeting shall be held at the registered office of the Council in Texas.

Notice of Meetings of Members

3.05 Written or printed notice of any meeting of the members shall be delivered to each member entitled to vote at the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the direction of the Chairman or Secretary of the Council, or the officers or persons calling the meeting.

Proxies

3.06 Any member may vote in person or by proxy executed in writing by such member. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law.

Quorum of Members

3.07 One-third (1/3) of the voting membership in person or by proxy shall constitute a quorum. The members present at a duly called or held meeting at which a quorum is present may continue to deliberate even if enough members leave

the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least the number of members required to constitute a quorum. If a quorum is not present during a meeting, a majority of the members present may adjourn and reconvene the meeting one time without further notice.

Procedures

3.08 The procedures of all Council, Board of Directors and committee meetings shall be guided *by Roberts* Rules of Order Newly Revised (10th Edition).

ARTICLE 4

BOARD OF DIRECTORS

Management of the Council

4.01 The affairs of the Council shall be managed by the Board of Directors.

4.02 The Board of Directors may contract, employ, hire or otherwise acquire administrative, professional or other needed personnel services to further the purpose of the Council.

4.03 The Board of Directors has the authority to purchase, receive, lease or otherwise acquire, own, hold, improve, use or otherwise deal in and deal with real and personal property or any interest therein: to sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets as the purposes of the corporation shall acquire.

Number and Qualifications of Directors

4.04 The number of directors shall be a number determined by the Board of Directors that is not less than six (6) including Foundation, Institutional and Organizational members. Directors shall be members in good standing of the Council.

Vacancies

4.05 Any vacancy occurring in the Board of Directors shall be filled by the member of the organization with the advice and approval of the Board of Directors; however, vacancies in the Board due to an increase in the number of directors is to be filled by the members at an annual meeting of the members or at a special meeting of members called for that purpose. Any other vacancy may be filled by approval of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the un-expired term of the predecessor in office.

Regular Meetings of Directors

4.06 The regular meetings of the Board of Directors shall be held at a time and place to be determined and adopted by resolution of the Board at its first meeting. All future meetings of the Board after that date shall be the same time and place unless otherwise determined.

Special Meetings of Directors

4.07 Special meetings of the Board of Directors may be called by the Chairman or any three Directors. The person or persons authorized to call special meetings may fix the time and place for holding such meetings.

Notice of Meetings of Directors

4.08 Written or printed notice of any meeting of the Directors shall be delivered to each Director at least three days prior to the meeting stating the place, day and time of the meeting, who called the meeting, and the general purpose of the meeting. Notice shall be given by or at the direction of the Chairman or Secretary of the Council, or the officers or persons calling the meeting.

Quorum of Directors

4.09 One-third (1/3) of the Board of Directors in person or by proxy shall constitute a quorum for the transaction of business at any meeting of the Board. The directors present at a duly called or held meeting at which a quorum is present may continue to deliberate even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least the number of directors required to constitute a quorum. If a quorum fails to be maintained during a meeting, a majority of the directors present may adjourn and reconvene the meeting one time without further notice.

Actions of Board of Directors

4.10 The Board of Directors shall try to act by consensus. However, the vote of a majority of directors, in person or by proxy and in good standing, voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or by the bylaws. A director in good standing is one who has paid all required fees and dues and is not suspended as of the date of the meeting. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors.

Proxies

4.11 Any director may vote in person or by proxy executed in writing by such director. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law.

Agenda

4.12 An agenda for each meeting will be made available to all directors at least three (3) days prior to each meeting and at each meeting. There will be no restrictions placed on any agenda item. Each agenda item will be worded to make it clear that action may be taken.

Removal of Directors

4.13 Any director may be removed either with or without cause by a two-thirds (2/3) vote of all directors.

ARTICLE 5

OFFICERS

Officer Positions

5.01 The officers of the Board shall be a Chairman, Vice-Chairman, Secretary and Treasurer. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions.

Election and Term of Office

5.02 The officers of the Board shall be elected annually by the Board of Directors at the regular annual meeting of the Board. At any meeting at which the election of officers occurs, the nominating committee shall report nominees for the board and for each officer position. In addition a director in good standing may nominate another director for any officer position with the second of any other voting director in good standing. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed him or herself in the same office.

Vacancies

5.03 A vacancy in any office may be filled by the Board of Directors for the un-expired portion of the officer's term.

Chairman

5.04 The Chairman shall be the Chief Executive Officer of the Council. The Chairman shall supervise the business affairs of the Council, subject to the direction of the Board of Directors. The Chairman shall preside at all meetings of the members, of the Board of Directors, and of the Executive Committee. The Chairman may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed. However, the Chairman may not execute instruments on behalf of the Council if this power is expressly delegated to another officer or agent of the Council by the Board of Directors, the bylaws, or statute. The Chairman shall perform other duties prescribed by the Board of Directors and all duties incident to the office of Chairman.

Vice-Chairman

5.05 When the Chairman is absent, is unable to act, or refuses to act, the Vice-Chairman shall perform the duties of the Chairman. When the Vice-Chairman acts in place of the Chairman, the Vice-Chairman shall have all the powers of and be subject to all restrictions upon the Chairman. The Vice-Chairman shall preside over the Budget Committee and shall perform other duties as assigned by the Chairman of Board of Directors.

Secretary

5.06 The secretary shall give all notices as provided in the bylaws or as required by law, take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records, maintain custody of the corporate records and of the seal of the Council, affix the seal of the Council to all documents as authorized, keep a register of the contact information of each member, director, officer, and employee of the Council and perform duties as assigned by the Chairman.

Treasurer

5.07 The treasurer shall have charge and custody of and be responsible for all funds and securities of the Council, receive and give receipts for moneys due and payable to the Council from any source, deposit all moneys in the name of the Council in banks, trust companies, or other depositories as provided in the bylaws or as directed by the Board of Directors or Chairman, write checks and disburse funds to discharge obligations of the Council, maintain the financial books and records of the Council, prepare financial reports as least annually, perform other duties as assigned by the Chairman and if required by the Board of Directors, give a bond for the faithful discharge of his or her duties in a sum and with a surety as determined by the Board of Directors.

ARTICLE 6

COMMITTEES

Establishment of Committees

6.01 The Chairman, with the advice and consent of the Board of Directors, is authorized to appoint any standing or special committees, other than those specified in these bylaws. In addition to Directors, a committee may include persons who are not directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the bylaws or otherwise imposed by law. No committee shall commit the Council on any matter without first receiving the approval of the Board of Directors or the approval of the membership.

6.02 The Chairman shall appoint all committee chairmen. Committee meetings may be called at any time by the committee chairman, but committee chairmen must notify the Chairman of the Board.

Composition of Executive Committee

6.03 The Executive Committee shall be composed of the officers of the Council and representatives of each class of membership. Foundation members representing counties over 50,000 in population or cities over 10,000 in population shall have an automatic seat on the Executive Committee. The Chairman, with the consent of the Board of Directors, may appoint other Foundation members and at least one representative of the Institutional and Organizational members to the Executive Committee.

Authority of Executive Committee

6.04 The Executive Committee shall act on behalf of the Board of Directors when the Board of Directors is not in session. The Board of Directors shall set the limitation of authority of the Executive Committee and any actions taken by the Executive Committee shall be reported at the next Board meeting.

Nominating Committee

6.05 The Chairman shall appoint a nominations committee in August of each year or as soon thereafter as is possible for the purpose of nominating potential directors and officers of the Council. The committee shall report its nominees at the annual meeting of the Council or the meeting at which directors and officers will be elected. The committee will be composed of the Chairman and two other directors, at least one of which shall not have served on the Executive Committee.

Budget Committee

6.06 The Chairman shall appoint a budget committee in May of each year or as soon thereafter as is possible for the purpose of development of the next fiscal year's budget. The Vice-Chairman shall chair this committee.

ARTICLE 7

TRANSACTIONS OF THE COUNCIL

Contracts

7.01 The Board of Directors may authorize any officer or agent of the Council to enter into a contract or execute and

deliver any instrument in the name of and on behalf of the Council. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

Deposits

7.02 All funds of the Council shall be deposited to the credit of the Council in banks, trust companies, or other depositories that the Board of Directors selects.

Gifts

7.03 The Board of Directors may accept on behalf of the Council any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Council. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, state law, and any requirements for maintaining the Council's federal and state tax status.

Potential Conflicts of Interest

7.04 The Council shall not make any loan to a director or officer of the Council. A director, officer, or committee member of the Council may not lend money to and otherwise transact business with the Council except as otherwise provided by the bylaws, articles of incorporation, and all applicable laws. Such a person transacting business with the Council has the same rights and obligations relating to those matters as other persons transacting business with the Council. The Council shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Council without full disclosure of all relevant facts and without the approval of the Board of Directors members, not including the vote of any person having a personal interest in the transaction.

ARTICLE 8

BOOKS AND RECORDS

Required Books and Records

8.01 The Council shall keep correct and complete books and records of account. The Council's books and records shall include:

(1) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Council, including, but not limited to, the articles of incorporation and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.

(2) A copy of the bylaws, and any amended versions or amendments to the bylaws.

(3) Minutes of the proceedings of the members, Board of Directors, and committees having any of the authority of the Board of Directors.

(4) A list of names and addresses of the members, directors, officers, and any committee members of the Council.

(5) Financial statements showing the balance sheet and income and expenses of the Council for the three most recent fiscal years.

(6) All rulings, letters, and other documents relating to the Council's federal, state, and local tax status.

(7) The Council's federal, state, and local information or income tax returns for each of the Council's three most recent tax years.

Inspection and Copying

8.02 Any officer, director or member of the Council may inspect and receive copies of all books and records of the corporation required to be kept by the bylaws. Such a person may inspect or receive copies if the person submits a request in writing. Any person entitled to inspect and copy the Council's books and records may do so through his or her attorney or other duly authorized representative. A person entitled to inspect the council's books and records may do so at a reasonable time no later than ten (10) working days after the council's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the Councils' books and records by members. The fees may cover the cost of materials and labor, but may not exceed fifty cents ($.50) per page. The Council shall provide requested copies of books or records no later than ten (10) working days after the corporation's receipt of a proper written request.

ARTICLE 9

FISCAL

Fiscal year

9.01 The fiscal year of the Council shall begin on the first day of October and end on the last day in September in each year.

Budget

9.02 Prior to June 1 of each year, the Budget Committee shall meet and prepare an annual budget. The budget shall be subject to the approval of the Board of Directors and shall become the operating budget for the Council in the next fiscal year.

Audit

9.03 The Board of Directors shall order a certified audit to be conducted annually.

Annual Report

9.04 The Board of Directors shall report to the membership regarding the functions and conditions of the Council at the annual meeting.

ARTICLE 10

AMENDMENTS TO BYLAWS

10.01 The bylaws may be altered, amended, or repealed, and new bylaws may be adopted only by a majority vote of the members in person or by proxy at any regular or special meeting of the members. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall be sent to the last recorded address of each member at least twenty (20) days prior to the date of the meeting, and shall include the board recommendations for the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed.

ARTICLE 11

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

11.01 The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statues, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Legal Construction

11.02 If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Headings

11.03 The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Gender

11.04 Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

Seal

11.05 The Board of Directors may provide for a corporate seal. Such seal would consist of two concentric circles containing the words Rio South Texas Economic Development Council, Texas, in one circle and the word Incorporated together with the date of incorporation of the Council in the other circle.

Power of Attorney

11.06 A person may execute any instrument related to the Council by means of a power of attorney if an original executed power of attorney is provided to the secretary of the Council to be kept with the council records.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of Rio South Texas Economic Council and that the foregoing Bylaws constitute the Bylaws of the Council. These Bylaws were duly adopted at a meeting on October 13, 2008.

_____ Date

_____ William Martin, Secretary

ARTICLE 11

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10-22-08
Date

William Martin
William Martin, Secretary

Membership Dues for the
Rio South Texas Economic Development Council

Foundation Members **$1,000 to $30,000 per year**

This membership category is for all counties, cities or economic development corporations within the Rio South Texas region and based on the most current US Census updates. Foundation Members investing $10,000 or more will be considered by the Board of Directors for a seat on the Executive Committee. Foundation Members contributing less than $10,000 shall recommend to the Chairman, and the Chairman shall appoint, one (1) member per population level to the Executive Committee.

Population Levels:

Counties with 500,000 or more and cities with 50,000 or more	$30,000
Counties with 200,000-499,999 and cities with 35,000-49,999	$15,000
Counties with 50,000-199,999 and cities with 10,000-34,999	$10,000
Counties with 20,000-49,999 and cities with 5,000 to 9,999	$5,000
Cities with 2,000-4,999	$2,000
Cities under 2,000	$1,000

Institutional Members **$1,000 per year**

This membership is for Chambers of Commerce, education institutions, and councils of government within the region which participates in the Rio South Texas EDC organization. Institutional Members shall recommend to the Chairman, and the Chairman shall appoint, one (1) member to the Executive Committee.

Organizational Members **$5,000 or $15,000**

This membership category is open to private sector, utility companies, trade associations, governmental agencies and other public or non-profit partners who have a vested interest in the economic vitality of the region. Gold members will be considered by the Board of Directors for a seat on the Executive Committee

Gold Member	$15,000
Bronze Member	$5,000

Approved by the Board of Directors on 10/13/08

AGREEMENT FOR PROVISION OF SERVICES

WHEREAS, Hidalgo County (the "County") is authorized pursuant to Section 381.004, of the Texas Local Government Code, to develop and administer state and local economic development programs in order to stimulate, encourage, and develop commercial activity in the County; and

WHEREAS, pursuant to Section 381.004, the County is authorized to spend public funds and provide personnel and services of the county to develop such programs, and to contract with another entity for the administration of such an economic development program; and

WHEREAS, the County has determined that such programs would improve the business conditions within the County and enhance the future development of the County and the Rio Grande Valley region; and

WHEREAS, the County has developed or intends to develop an economic development program to promote business and commercial activity within the County for the purpose of improving the economic competitiveness of the County and enhancing the development of regional industry clusters within the County and the Rio Grande Valley (the "Program"), and desires to contract with another entity to administer the Program; and

WHEREAS, the Rio South Texas Economic Council, a Texas nonprofit corporation (the "Council"), has been created for the sole purpose of promoting the development of regional industries in various counties within South Texas and the Rio Grande Valley; and

WHEREAS, the County now desires to enter into a contract with the Council, whereby the Council will administer the Program on behalf of the County, including the provision of the following services, among others, in connection with the Program: (i) Improving business conditions by promoting a business and governmental climate that is conducive to successful economic development; (ii) Enhancing education by improving education and training for the purpose of strengthening community economic development efforts; (iii) Marketing the region for the purpose of generating opportunities that will result in economic expansion and diversification; and (iv) Supporting networking opportunities for sharing knowledge and experience, and the development of professional relationships throughout the County and in the Rio Grande Valley.

WHEREAS, the Council is agreeable to contracting with the County to assist the County in promoting the development of regional industries as set forth above.

NOW, THEREFORE, the County and the Council do hereby covenant and agree as follows:

1. The County finds, determines and declares that the development of the Program to promote business and commercial activity within the County will improve the economic competitiveness of the County and enhance the development of regional industry clusters within the County and the Rio Grande Valley.
2. The Council agrees to contract with the County to administer the Program on behalf of the County, including the provision of the following services, among others, for the promotion and development of regional industries: (i) Improving business conditions by promoting a business and governmental climate that is conducive to successful economic development; (ii) Enhancing education by improving education and training for the purpose of strengthening community economic development efforts; (iii) Marketing the region for the

purpose of generating opportunities that will result in economic expansion and diversification; and (iv) Supporting networking opportunities for sharing knowledge and experience, and the development of professional relationships throughout the County and in the Rio Grande Valley.

3. The County shall pay the Council for services in an amount based on the County's share of the contribution requirement attributable to its class of membership in the Council, as such is set forth in Article 2 of the By-laws of the Council. The amount of $30,000.00 is payable on or before December 1, 2008.
4. The Council shall use the funds received from the County only for the purposes set forth in this Agreement.
5. This Agreement shall be effective on the date set forth below and shall continue in full force and effective until November 30, 2009.

EXECUTED THIS ___ day of _____, 2008.

Hidalgo County, Texas

By:_____
J.D. Salinas, Judge

ATTEST:

By: _____

Arturo Guajardo, Jr., Clerk

(SEAL)

RIO SOUTH TEXAS ECONOMIC COUNCIL

_____

Carlos Cascos, Vice-Chair

ATTEST:

_____

Bill Martin, Secretary

Rio South Texas EC
901 Business Park Dr., Suite 200
Mission, Texas 78572
Phone (956) 585-0040 / Fax (956) 581-0470

INVOICE

Date: October 15, 2008

TO The Honorable Judge J.D. Salinas
Hidalgo County
P.O. Box 1356
Edinburg, TX 78540

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
			Due upon receipt

DESCRIPTION	TOTAL
Rio South Texas EC Fiscal Year 2008-2009 Dues	$30.000
SUBTOTAL	
SALES TAX	
TOTAL	$ 30.000

Make all checks payable to: Rio South Texas Economic Council

THANK YOU FOR YOUR SUPPORT!

Rio South Texas
Economic Council

Contribution Levels for FY 08-09

Foundation Members $1,000 to $30,000 per year

This membership category is available to all counties, cities and/or economic development corporations within the Rio South Texas region and is based on the most current US Census updates. Each Foundation Member investing $10,000 or more will have a seat on the Board of Directors. Foundation Members contributing less than $10,000 will have one (1) member per population level on the Board of Directors. Final selection of each of the directors from this category is subject to the terms of the bylaws of the Council.

Population Levels:

Counties with 500,000 or more and Cities with 50,000 or more	$30,000
Counties with 200,000-499,999 and Cities with 35,000-49,999	$15,000
Counties with 50,000-199,999 and Cities with 10,000-34,999	$10,000
Counties with 20,000-49,999 and Cities with 5,000 to 9,999	$5,000
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Cities under 2,000	$1,000

Institutional Members $1,000 per year

This membership category is available to all Chambers of Commerce, education institutions, and councils of government within the Rio South Texas region. Institutional Members will have one (1) member on the Board of Directors. Final selection of the director from this category is subject to the terms of the bylaws of the Council.

Organizational Members $5,000 or $15,000 per year

This membership category is open to private sector companies, utilities, trade associations, governmental agencies and other public or non-profit entities which have a vested interest in the economic vitality of the region. Each Gold Member will have a seat on the Board of Directors. Final selection of each of the directors from this category is subject to the terms of the bylaws of the Council.

Gold Member	$15,000
Bronze Member	$5,000

Adopted 10/13/08

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Mission Ecomonic Development Authority, Inc.

Business name, if different from above
Rio South Texas Economic Council

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☐ Other (see instructions) ► **Non-Profit**

☐ Exempt payee

Address (number, street, and apt. or suite no.)
901 Business Park Drive, Suite 200

Requester's name and address (optional)

City, state, and ZIP code
Mission, Texas 78572

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
74 : **2578114**

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ► Pat Townsend Jr. **Date** ► 10/15/08

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AI-11920 **11.C.**

Donna TIRZ #2 - River Crossing

CC REGULAR

Date: 10/28/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

Discussion, consideration, and approval to enter into an Interlocal Agreement between the City of Donna, Texas; Hidalgo County; Tax Increment Reinvestment Zone Number Two (2), City of Donna, TX; and Rhodes Enterprises, Inc. allowing for the County to participate in the Reinvestment Zone.

BACKGROUND

Fiscal Impact

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/24/2008 10:50 AM	APRV
2	Manuel Chapa	Manuel Chapa	10/24/2008 01:35 PM	APRV
3	Auditor's Office		10/24/2008 05:46 PM	NEW
Form Started By: Erika Reyna			Started On: 10/23/2008 04:50 PM	
Final Approval Date: 10/24/2008				

THE STATE OF TEXAS	**§**	**RIVER CROSSING TIF –**
	§	
COUNTY OF HIDALGO	**§**	

INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

1. THIS INTERLOCAL AGREEMENT is made by and between the **CITY OF DONNA, TEXAS** (hereafter referred to as the "CITY"), a Texas Home Rule Municipality, acting through its City Manager pursuant to Resolution No. _____, passed and approved by the City Council on _____, 2008; **HIDALGO COUNTY,** a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the Hidalgo County Commissioners Court on _____, 2008 (hereafter referred to as the "COUNTY"); the **TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (2), CITY OF DONNA, TEXAS**, a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code (hereafter referred to as the "ZONE"), acting by and through its duly authorized Board of Directors, established to administer manage and/or operate the ZONE pursuant to Sections §311.009(b) and 311.010, Texas Tax Code, as well as to implement and fund the Project ("ZONE BOARD"); and **RHODES ENTERPRISES, INC.**, the developer and petitioner for creation of the ZONE (hereafter referred to as "DEVELOPER**")**.

Collectively, the CITY, COUNTY, ZONE, and DEVELOPER may be referred to as the "Parties." This Agreement is made pursuant to Chapter 311 of the Texas Tax Code for the participation of the CITY and the COUNTY in the Project (as defined below).

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the others at least ten (10) days prior written notice.

If to the City, to:

City of Donna
307 S. 12th St.
Donna, TX 78537
Attention: P. R. Avila,
City Manager
Phone: (956) 464-3314
Fax: (956) 464-9923

With a copy to:

City of Donna
307 S. 12th St.
Donna, TX 78537
Attention: Rick Morales,
Mayor
Phone: (956) 464-3314
Fax: (956) 464-9923

If to the County, to:

Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, TX 78539
Re: River Crossing TIRZ
Attention: Honorable J.D. Salinas,
County Judge
Phone: (956) 318-2600
Fax: (956) 318-2699

With a copy to:

Atlas & Hall, L.L.P.
818 Pecan Blvd.
McAllen, TX 78501
Re: River Crossing TIRZ
Attention: Stephen L. Crain
Phone: (956) 628-5501
Fax: (956) 686-6109

If to the Zone, to:

Reinvestment Zone Number Two
c/o City of Donna
307 S. 12th St.
Donna, TX 78537
Attention: Mike Rhodes,
Presiding Officer
Phone: (956) 464-3314
Fax: (956) 464-9923

With a copy to:

Earl & Associates, P.C.
15303 Huebner, Blg. #15
San Antonio, TX 78248
Phone: (210)222-1500
Fax: (210)222-9100

If to the Developer, to:

Rhodes Enterprises, Inc.
14901 N. Ware Rd.
Edinburg, TX 78541
Attention: Mr. Ken DeJarnett
Phone: (956) 287-2800
Fax: (956) 287-2804

B. Index

This Agreement consists of the following sections:

Section	Description	Page
I.	Parties	1
II.	Definitions	3
III.	Background	5
IV.	Rights and Obligations of COUNTY	7
V.	Rights and Obligations of CITY and ZONE BOARD	11
VI.	Rights and Obligations of Developer	
VII.	Term and Termination	
VIII.	Miscellaneous	

Exhibit "A" Project Plan & Finance Plan

Exhibit "B" City of Donna Ordinance No. PL-2008-05-65 passed and approved by City on May 29, 2008.

Exhibit "C" Development Agreement

C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement for all purposes by this reference.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate Administrative Costs for all the combined Participating Taxing Entities, which incur Administrative Costs over the life of the ZONE is estimated to be two hundred fifteen thousand three hundred dollars ($215,300.00).

2. "Agreement" means this Interlocal Agreement.

3. "Agreement Term" has the meaning set forth in Section VII.A. below.

4. **"**Available Tax Increment" shall mean the "Tax Increment," as defined below, less the Administrative Costs of the COUNTY.

5. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2008, the base year of the ZONE.

6. "CITY" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.

7. "COUNTY" has the meaning set forth in Section I.A.1 above.

8. "DEVELOPER" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.

9. "Development Agreement" means the agreement among the DEVELOPER, the ZONE and the CITY attached hereto as Exhibit C.

10. "Financing Plan" means the Final Financing Plan for ZONE as adopted by the Board of Directors of ZONE on , June _____, 2008, and approved by City Council of CITY on June _____, 2008, and attached hereto as Exhibit "A".

11. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, two or more taxing units participating in the ZONE, and may include CITY and COUNTY.

12. "Parties" has the meaning given such term in Section I.A.1 above.

13. "Project" means the River Crossing Development Project, as that project is more specifically identified in the Financing and Project Plan.

14. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code that are included in the Project Plan for the Project. The Project Costs include, but are not limited to, public infrastructure improvements and related capital costs; including streets; streetlights; drainage; gas, water and sewer utilities; sidewalks; landscaping; and related facilities; railroad facilities; fencing; and rights-of-way. The Project Costs in the aggregate for the life of ZONE are estimated to be fifty four million five hundred forty five thousand dollars ($54,545,000), plus twenty five million dollars ($25,000,000) in applicable qualifying project costs as more completely set forth in Exhibit "A".

15. "Project Plan" means the Final Project Plan for the ZONE as adopted by the Board of

Directors of the ZONE on and approved by the CITY Council of the CITY on and attached hereto as Exhibit "A".

16. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.

17. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, the year in which the ZONE was designated.

18. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Tax Increments for the ZONE, entitled "Reinvestment Zone Number Two City of Donna, Texas Tax Increment Fund."

19. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.

20. The "term of the ZONE" has the meaning set forth in Section III.A. below.

21. "ZONE" means Tax Increment Reinvestment Zone Number Two, City of Donna, Texas, created by the CITY over the Zone Area on May 29, 2008, by Ordinance No. PL-2008-05-64 a description of which is contained in Exhibit "B", attached hereto.

22. "ZONE BOARD" has the meaning set forth in Section I.A.1 above.

III. BACKGROUND

A. Resolution of Intent No. 2007-11-02, passed and approved by the City Council of the CITY on November 5 , 2007, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization and development activities for the ZONE, commonly known as the River Crossing Development Project, pursuant to Chapter 311, Texas Tax Code. On May 29, 2008, the City Council of the CITY passed and approved Ordinance No. PL-2008-05-64, which created the ZONE and by which the CITY agreed to be bound to this Agreement pursuant to Section 311.013 of the Texas Tax Code. The Project is located in the southernmost sector of the CITY. The Project generally is located along Business Highway 281.between the United States - Mexico border and the City Limit of Donna as it existed prior to its most recent annexation. The Project is more specifically described on Exhibit A. The Project is in the Donna Independent School District and encompasses approximately 927 +/- acres. The ZONE BOARD will provide funding for public improvements and other Project Costs within the area of the Project. The Tax Increment Base for the ZONE is Two Million Two Hundred Forty Nine Thousand Nine Hundred Forty Six Dollars ($2,249,946.00), and the projected Captured Appraised Value of all the taxable real property in the ZONE at the end of the Agreement Term is Seven Hundred Eighty Five Million Three Hundred Eighty Two Thousand Two Hundred Dollars ($785,382,200.00). Bonds will be issued pursuant to §311.015 of the Texas Tax Code once the DEVELOPER when the City is able to issue based on underwriting requirements. The Bonds will be secured by revenue from the Tax Increment as provided for in Section 311.015 and Section 311.0123 of the Texas Tax Code. The Project includes the construction of public infrastructure that will serve a mixed use development. Construction will be carried out in phases as specified in the Development Agreement and Project Financing Agreement, with the last phase commencing in 2024. The total Project Costs is estimated to be fifty four million five hundred forty five thousand dollars ($54,545,000), plus twenty five million dollars ($25,000,000) in applicable qualifying project costs and administrative costs for a total of seventy nine million six hundred sixty five million dollars ($79,665,000.) The developer is RHODES ENTERPISES, INC., (the "Developer"), or its successors, assigns or contractors. The ZONE is projected to terminate on 2038, unless earlier termination occurs under this Agreement (the "term of the ZONE").

B. The ZONE BOARD adopted the Project Plan on June _____, 2008. The CITY approved the Project Plan and Project Financing Plan on June _____, 2008. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. PL-2008-05-65, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it complied with all legal requirements and notice requirements in the creation of the ZONE.

C. The Parties hereto agree that, other than bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by a Participating Taxing Entity or the ZONE BOARD to finance any costs or improvements on the Project.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participating the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its respective Tax Increments equal to its Maintenance and Operation (M&O) tax rate, as more fully described in Section IV.B.9 of this Agreement, for the life of the ZONE beginning with the 2008 tax year.

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs including construction of public infrastructure improvements to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein, or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2038 (ending on December, 2038), whichever occurs first.

B. Tax Increment Payment

1. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A. of this Agreement, shall accrue as the COUNTY collects its Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. **[The Parties hereto agree that all ad valorem property taxes collected during any given year by the COUNTY that attributable to real property in the Zone shall first be applied to the Tax Increment Base, and after satisfying the full amount of the Tax Increment Base, the reminder shall constitute the Tax Increment.]** COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2008 by the later of April 30, 2009 and 30 days after the full execution and delivery of this Agreement by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2009, but only for tax year 2008 beginning January 1, 2008. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually on or before April 30th (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. The Parties agree that the COUNTY's obligation to deposit Tax Increment Payments after 2038, shall

only be for taxes collected and received after such date that are attributable to the time period during which the COUNTY agreed to participate. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2038.

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member and the date for the next annual meeting.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY.

5. The CITY agrees to comply with the Project Plan and the Development Agreement. The CITY and the ZONE agree to provide prior written notice to all Participating Taxing Entities of a proposed material change (by which is meant any change that would constitute a twenty percent (20%) increase or decrease in either the Project Cost or the scope and scale of the Project) to the Project Plan or the Development Agreement; provided that any change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The CITY shall have the right to amend and modify the Project Plan and the Development Agreement without providing prior written notice to the Participating Taxing Entities so long as such amendment or modification does not constitute a material change.

6 If the CITY materially breaches this Agreement, then a Participating Taxing Entity may provide written notice to the CITY, the DEVELOPER and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) demanding that all breaches must be resolved within ninety (90) days.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed fifty four million five hundred forty five thousand dollars ($54,545,000), plus twenty five million dollars ($25,000,000) in applicable qualifying project costs and administrative costs for a total of seventy nine million six hundred sixty five million dollars ($79,665,000.), plus any applicable penalty and/or interest allowed in section 311.013 of the Tax Code.

9. Notwithstanding anything herein to the contrary, the maximum amount of Tax Increment deposited in the Tax Increment Fund by the COUNTY shall not exceed the amount of taxes collected by the COUNTY in any of the years 2008 through 2038 at a County Maintenance and Operation (M&O) tax rate of $0.520000 per $100 valuation on the Captured Appraised Value. In the event that the County M&O tax rate is less than $0.520000 per $100 valuation on the captured appraised value during any of the years 2008 through 2038, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund shall not exceed the total amount of taxes collected by the COUNTY at the actual M&O tax rate during the year the County tax rate is less than $0.520000 per $100 valuation. In the event that the COUNTY M&O tax rate is greater than $0.520000 per $100 valuation on the captured appraised value during any of the years 2008 through 2038, the COUNTY shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at a COUNTY M&O tax rate of $0.520000 per $100 valuation on the captured appraised value.

C. School District Provisions

The COUNTY understands that the Project is located in the Donna Independent School District. The City and the Zone represent to the COUNTY that the Donna Independent School District is not participating in the ZONE.

D. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the COUNTY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Finance Plan. The Participating Taxing Entities, during the term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of nine (9) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to appoint one member of the ZONE BOARD.

E. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the CITY

Subject to the terms of this Agreement and the Development Agreement, the CITY agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its Tax Increment each year during the term of this Agreement, beginning with the 2008 tax year. The

CITY's contributions to the Tax Increment Fund shall end when the CITY has contributed the maximum total contribution provided for herein or when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2038, whichever occurs first. Notwithstanding anything herein to the contrary, the total CITY Tax Increment Payments over the term of the ZONE shall not exceed fifty four million five hundred forty five thousand dollars ($54,545,000), plus twenty five million dollars ($25,000,000) in applicable qualifying project costs and administrative costs for a total of seventy nine million five hundred forty five million dollars ($79,545,000.)

B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2008 by April 30, 2009. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2009, but only for the tax year 2008 beginning January 1, 2008. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund semi-annually on or before March 10th and August 10th (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Disbursement of Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. PL-2008-05-65 passed and approved by City Council of the CITY on May 29, 2008. No funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of use and disbursement of funds by the ZONE shall be given at least annually to the COUNTY.

2. The parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.1 above.

3. In addition to Project Costs and any other allowable costs, the CITY and ZONE represent and warrant that they will use funds in the Tax Increment Fund to pay annual expenditures in the following order or priority of payment: (i) payment of any debt service on any Bonds issued with respect to the ZONE under Section 311.015 of the Texas Tax Code; (ii) to reimburse eligible initial startup Administrative Costs incurred by each Participating Taxing Entity, except that if there are insufficient funds for the full reimbursement of Administrative Costs to each Participating Taxing Entity, then the Administrative Costs of each Participating Taxing Entity shall be reimbursed on a pro rata basis based on each taxing entity's total tax increment payment to the ZONE and (iii) to reimburse the

DEVELOPER for public improvements, including financing costs, as provided in the Development Agreement and in the Project Plan to the extent that funds are available for this purpose. The Development Agreement is attached hereto as Exhibit "C". The foregoing notwithstanding, no funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities.

VI. RIGHTS AND OBLIGATIONS OF DEVELOPER

A. Agreement by Developer

In return for the covenants and agreements made by the CITY, the COUNTY, and the ZONE, the DEVELOPER agrees to faithfully perform its obligations under this Agreement and the Development Agreement.

B. Rights of Developer

1. The CITY, the COUNTY, and the ZONE agree and acknowledge that DEVELOPER is making the commitments identified herein in reliance on the commitments made by the CITY and the COUNTY to timely contribute their respective Tax Increments to the Tax Increment Fund as they become due, and on the commitment of the ZONE to properly process payments and reimbursements for proper work completed by the DEVELOPER and/or its assigns, contractors or subcontractors.

2. The DEVELOPER shall have the right to serve as Project Manager for the construction and installation of all public improvements and public infrastructure identified in the Project Plan and Project Financing Agreement.

3. DEVELOPER shall have the right to adjust or prioritize the schedule of construction of improvements within each Phase of the Project, provided that such adjustment or prioritization does not cause a material change in the Project Financing Plan.

4. DEVELOPER shall have the right to use anticipated reimbursements and other rights under this Agreement and the Development Agreement to obtain financing for funding required to construct improvements within the development, including the use of such reimbursements or rights as collateral, or the factoring of such rights and obligations to third parties.

VII. TERM AND TERMINATION

A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until September 30, 2038, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2008 tax year and ending in accordance with the terms provided herein. The Parties agree and understand that the COUNTY's Tax Increment Payments will not be made after September 30, 2038, except as set out in Sections IV.A.2. and IV.B.1. of this Agreement.

B. Early Termination

Neither the CITY nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified in Section IV.B. above, except the CITY may terminate the ZONE if the DEVELOPER ceases to undertake said improvements as set out in the Development

Agreement or the DEVELOPER fails, for three (3) consecutive years or more, to (i) commence as scheduled in the Project Plan construction activities on any remaining improvements in the Project that are specified in the Development Agreement to be a part of the Project; or (ii) timely make any public infrastructure improvements that qualify as Project Costs, as defined in Section 311 of the Texas Tax Code, that are specified in the Development Agreement to be a part of the Project. Termination of the ZONE or participation in the ZONE by a taxing unit shall be subject to Section 311.013 of the Texas Tax Code.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all bonds have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor thereto.

VIII. MISCELLANEOUS

A. Understanding

Any and all costs incurred by the DEVELOPER are not, and shall never become, general obligations or debt of any Participating Taxing Entity. With respect to the DEVELOPER's costs, only eligible Project Costs and allowable expenses incurred by the DEVELOPER shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that tax increment funds become available. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the final finance plan passed and approved in accordance with Ordinance No. _____ dated June _____, 2008. The CITY and the COUNTY are not obligated above and beyond what is actually collected as tax increment funds. There shall also be no recourse against any Participating Taxing Entity, public official, ZONE, or ZONE BOARD if all or part of the DEVELOPER contributions or costs are not reimbursed due to insufficient tax revenue generated by the ZONE.

B. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Council of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii) on the third business day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

All Parties to this Agreement understand and recognize that only the City Council of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Project Plan

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Project Plan was finalized and approved by the City Council of the CITY. The Parties agree a material change to the Project Plan shall not apply to the COUNTY unless the COUNTY approves the amendment as provided herein if such amendment to the Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan.

J. Access to Financial Information

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld of delayed payments notwithstanding any provision herein to the contrary.

K. Development Agreement

The CITY has entered into a written Development Agreement with the DEVELOPER that is binding on the CITY and the ZONE BOARD related to the Project and the development of the ZONE, a copy of which is attached hereto and incorporated herein as Exhibit "C." The CITY hereby represents and warrants that it will enforce and follow the provisions of this Agreement, as required, including, to the extent contained in the Development Agreement, the DEVELOPER's compliance with all applicable building codes and ordinances, as modified or amended and all applicable federal, state, and local laws, rules, regulations, statutes, ordinances, orders and codes, as amended. The CITY and the ZONE agree to provide the COUNTY with a copy of any notice of default that is delivered or sent to any party under the Development Agreement within five (5) business days after receipt of the notice by the CITY or the ZONE.

M. ZONE Designation

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

IN WITNESS HEREOF, the CITY OF DONNA; HIDALGO COUNTY; MUNICIPAL DEVELOPMENT ADVISORS; AND TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (1), CITY OF DONNA, TEXAS have made and executed this Agreement in quadruplicate originals on this _____day of _____, 2008.

CITY OF DONNA

_____
P. R. Avila
City Manager

ATTEST/SEAL:

_____
Martha Alvarado
City Secretary

HIDALGO COUNTY

By: _____
J.D. Salinas
County Judge

ATTEST/SEAL:

_____
Arturo Guajardo, Jr.
County Clerk

DEVELOPER, RHODES ENTERPRISES, INC.

_____
Ken DeJarnett
Chief Executive Officer

APPROVED AS TO FINANCIAL CONTENT:

_____
Ray Eufracio, CPA
County Auditor

REINVESTMENT ZONE NUMBER TWO,
CITY OF DONNA, TEXAS
(River Crossing Development Project)

_____
Mike Rhodes
Presiding Officer

APPROVED AS TO FORM FOR HIDALGO COUNTY:

By: _____
Stephen L. Crain
Atlas & Hall, L.L.P

Exhibit A
River Crossing Development Project
Project Plan and Financing Plan

Exhibit B
River Crossing Development Project
City of Donna Ordinance No. _____

Exhibit C
River Crossing Development Project
Development Agreement

AI-11848 **12.A.**

Planning Department
CC REGULAR

Date: 10/28/2008
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. Preliminary Approval
   Los Compadres Subdivision - Pct. 1 (Julio Cordona)
2. Final Approval
   Las Diana's No. 2 Subdivision - Pct. 3 (Diana Izaguirre)
   Ellis No. 5 Subdivision - Pct. 3 (Gary Burch)

BACKGROUND

Fiscal Impact

Attachments

Link: Los Compadres - Preliminary
Link: Los Compadres; Plat
Link: Las Diana's No. 2 - Final Approval
Link: Las Diana's 2; Plat
Link: Ellis No. 5 Subdivision - Final Approval
Link: Ellis No. 5; Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 04:32 PM	APRV
2	Dale Kennan	Dale Kennan	10/23/2008 08:09 AM	APRV
3	Auditor's Office	Becky Morales	10/23/2008 09:05 AM	APRV
4	Purchasing Department	Marty Salazar	10/23/2008 01:40 PM	APRV
5	Court Administrator	Angela Garcia	10/23/2008 01:47 PM	APRV
Form Started By: Nora Cavazos			Started On: 10/22/2008 11:16 AM	
Final Approval Date: 10/23/2008				

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: October 22, 2008

RE: **Los Compadres Subdivision – Pct. 1**
Preliminary Approval

Los Compadres Subdivision is a two (2) lot subdivision located on the East side of FM 88, approximately 300 feet South from Mile 19 North 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 March 31, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on FM 88 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 Ricardo Caballero and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (4) inch waterline on FM 88 that will servce as the primary source of water for the proposed development.

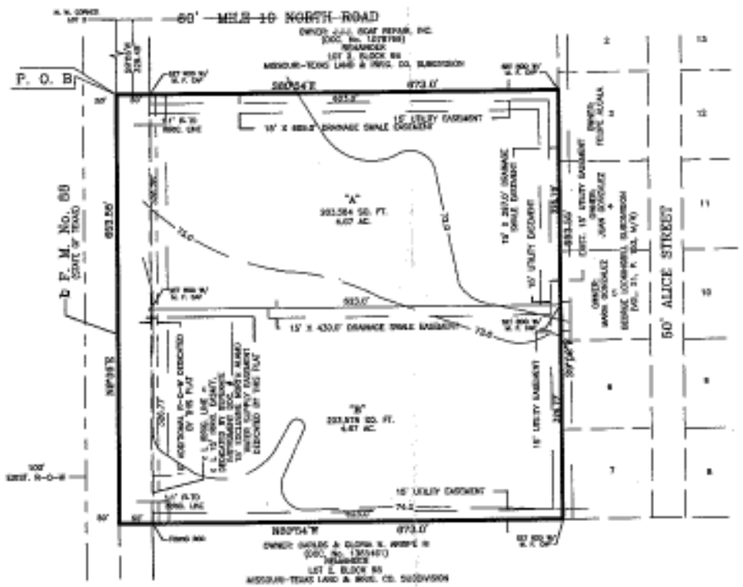
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **October 21, 2008** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Los Compadres 3rd Review** **Page** 1 of 2

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		10-17-08	JRT
A	**1ST SHEET COMMENTS:** Verify if there's an existing easement for the over head power line running along the east road ROW line of FM 88.		
B	**2ND SHEET COMMENTS:** Please provide total construction cost for water and OSSF on engineering report certifications.		
C	All modifications on water and OSSF engineering report need to reflect in Spanish version.		
D	**3RD SHEET COMMENTS:** Provide a cross section detail showing the overflow structure from detention swale to road side ditch.		
E	Drainage detention swales need to comply with Hidalgo County specifications.		
F	Submit the engineers final construction cost estimate, prior to final original subdivision review.		
G	**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.**		



SCALE: 1" = 100'
DATE: SEPTEMBER 7, 2007

SUBDIVISION PLAT
OF
LOS COMPADRES SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A SUBDIVISION OF
A 10.097 ACRE TRACT OF LAND
OUT OF THE WEST 673.0 FT. OF THE
NORTH 983.0 FT. OF LOT 2, BLOCK 88,
MISSOURI-TEXAS LAND AND IRRIGATION
COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS
RECORDED IN VOL. L, P. 20, M/R

METES AND BOUNDS

STATE OF TEXAS
COUNTY OF HIDALGO:
OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION

I (We), [illegible], owner(s), or owner(s) of the 10.097 ac. tract of land accompanied within the proposed Subdivision, hereby subdivided the land as depicted in this subdivision plat and designate it public use the street, park and easements shown hereon.
I certify that I have complied the requirements of Texas Local Government Code 232.032 and that:
(1) the water quality and connections to the lot meet, or will meet the minimum state standards;
(2) sewer connections to the lot or sewer lines meet the minimum requirements of state standards;
(3) electrical connections provided to the lot meet or will meet the minimum state standards; and
(4) gas connections, if available, provided to the lot meet or will meet the minimum state standards.
I attach that the evidence submitted to this plat are true and correct.

[illegible]
ANA MARIA GARDEA
P. O. BOX 843
ALAMO, TEXAS 78516

[illegible]
JESUS G. GARDEA
P. O. BOX 307
ALAMO, TEXAS 78516

STATE OF TEXAS
COUNTY OF HIDALGO:
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANA MARIA GARDEA AND JESUS GARDEA, KNOWN TO ME TO BE OF 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 STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE [illegible] DAY OF [illegible], 2008.

[illegible]
NOTARY PUBLIC

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0006 C
EFFECTIVE DATE: JUNE 6, 2000
THE FOREGOING ENVIRONMENT ASSESSMENT AGENCY MAPS FOR HIDALGO COUNTY (TEXAS) AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIED NO ZONE 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 RESIDENT OBTAINS FLOOD INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
FRONT: 50.0 FEET
REAR: 10.0 FEET OR EASEMENT'S WIDER (NOT IS GREATER
SIDE: ALSO FEET OR EASEMENT WHICHEVER IS GREATER
3. GENERAL NOTE: FOR SINGLE FAMILY RESIDENCES
NO MORE THAN TWO-STORIES. FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. EVERY USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISH FLOOR ELEVATION:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 12" ABOVE THE CENTERLINE OF GROUND FRONT FINISH ELEVATION SHALL BE 12" ABOVE NATURAL GROUND WHICHEVER PROVIDES THE GREATER ELEVATION.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME THEY A DEVELOPMENT PERMIT APPLICATION TO VERIFY THAT ANY FIELD CONSTRUCTION FINISH FLOOR ELEVATIONS OR ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. BENCHMARK NOTE:
HIDALGO COUNTY BENCH MARK No. 33, INTERSECTION F. M. No. 1925 AND F. M. No. 88, DENOTE MARK IN CONCRETE CORNER APPROXIMATELY 0.1'± EAST OF POWER POLE (ELEVATION 48.775) NAVD 88.
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 12.00 ACRE-FEET ± (1.21 ACRE-FEET PER GROSS ACRE). DETAINED WATERS ARE TO BE RELEASED IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: RUNOFF WILL BE COLLECTED IN DETENTION AREA ALONG THE NORTH LINE OF LOT "B" AND IN A DETENTION AREA ALONG THE NORTH, EAST AND WEST SIDE OF LOT "A".
7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
8. NO ENCROACHMENT SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LOW) THAN 18 INCHES MATURE HEIGHT, GRASS, DRIVEWAYS, DRIVES, OR PLANTINGS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH 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 WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC WASTEWATER ONLY.
B. SEPARATE DESIGN SHALL BE SUBMITTED FOR INTERCEPTORS AND GREASE TRAILS, IF USED.
C. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA NEED FOR PUBLIC WATER SUPPLY.
D. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
E. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTED 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 ABSORPTION FIELD SYSTEM.
F. APPROVED "OSSF" PERMIT APPLICATIONS IS REQUIRED FOLLOWING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
11. THERE ARE NO WATER WELLS WITHIN 150 FEET OF THE BOUNDARIES OF THIS SUBDIVISION.
12. ZONING & CHANGING & NON-NAVIGATION THE OWNERS & SUBDIVIDERS OF LOS COMPADRES SUBDIVISION, HEREBY AN EXPERIENCE SHOW THIS LOT FOR THE PURPOSE OF INSTALLING OR CONSTRUCTING ANY BUILDING ON THE LOT OR ANY STRUCTURE IN THIS PLAT UNTIL ALL LOTS WITHIN SUBDIVISION HAVE BEEN ZONED.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS REQUIRED BY THE HIDALGO COUNTY WATER, SUBDIVISION RULES.
BY SIGNING THIS PLAT OWNER(S) AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN ON/OR PLAT ARE THE BEST KNOWN BY EACH UTILITY PROVIDER ACCEPTING AN EASEMENT.
14. AN ESTIMATED [illegible] WATER AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING/FOR 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 CODE STANDARDS.
15. TEMPORARY/EXTERIOR PERMITS ARE REQUIRED FOR LIVED & & & PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO F. M. No. 88. 24-HOUR NOTICE IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT AND/OR BUILDING PERMIT.

INDEX:

SHEET 1 — Index — Vicinity Area — Main Study — Boundary — Legal description — Location map and ETJ — Principal contacts — Metes-and-bounds & solid Dedication, Signed — Notary & Boundary — Notes — Owner dedication, certification and attestation — Notary public — Survey certification — Engineer certification — Drainage dedication — Irrigation dedication — County certificate — County clerk's recording certificate — Variance Notes — County right of way department — County health department — Prepared by Michael Fabian Surveying Inc. — Sheet Number.

SHEET 2 — Subdivider certification: — Flood Engineering Report, including Description of Water and Sewer and Engineer's Certification (English — Spanish Versions) Subdivider Certification and Subdivider Statement.

SHEET 3 — Drainage Report, Area of Topography and Drainage, and Engineering Certification, Revision Notes — Prepared by Michael Fabian Surveying Inc. — Client Number

NO.	SHEET	REVISION	DATE	APPROVED

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

LOS COMPADRES SUBDIVISION is located in Precinct No. 1 in General Hidalgo County along the East side of F. M. No. 88 Approximately 3850 Ft. South of Mile 10 North Rd. The only nearby municipality is the City of Elsa, According to the latest map in the office of the Department of the City of Elsa Extraterritorial Jurisdiction (ETJ), LOS COMPADRES SUBDIVISION lies approximately 1/4 mile from the city limits.

STATE OF TEXAS
COUNTY OF HIDALGO:
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM(A) 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.

[illegible]
MICHAEL FABIAN
REGISTERED PROFESSIONAL LAND SURVEYOR
MISSION, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO:
I, DAVID V. GUERRA III, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

[illegible]
DATE
REGISTERED PROFESSIONAL ENGINEER
P.E. REGISTRATION NO. 84669

THIS PLAT IS HEREBY APPROVED BY THE ENGINEER'S IRRIGATION DISTRICT, ON THIS THE [illegible] DAY OF [illegible], A.D. 2008.

[illegible]
SECRETARY
[illegible]
PRESIDENT

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT FOR THE WATERS SUBDIVISION, SHOWN ON DRAINAGE ADOPTED UNDER FOR WATER CODE 49.211(a) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE ADOPTED UNDER FOR WATER SUBDIVISION, SHOWN ON DRAINAGE ADOPTED 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: [illegible]

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
LOCAL GOVERNMENT CODE § 232.028(a)
I THE UNDERSIGNED CERTIFY THAT THE PLAT OF LOS COMPADRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT
ON [illegible]

[illegible]
HIDALGO COUNTY JUDGE — DATE: [illegible]

[illegible]
HIDALGO COUNTY CLERK — DATE: [illegible]

COUNTY CLERK'S RECORDING CERTIFICATE
STATE OF TEXAS, COUNTY OF HIDALGO, I, [illegible], COUNTY CLERK OF HIDALGO COUNTY, HEREBY CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT [illegible] AND WAS RECORDED IN BOOK [illegible] PAGE(S) [illegible] THIS PLAT RECORDS OF HIDALGO COUNTY AT [illegible] ON [illegible]

HIDALGO COUNTY:
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS COMPADRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ROAD OF WAY DEPARTMENT
ON [illegible]

[illegible]
HIDALGO COUNTY ROAD OF WAY DIRECTOR — DATE

HIDALGO COUNTY:
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS COMPADRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT
ON [illegible]

[illegible]
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
DAVID V. GUERRA III
84669
REGISTERED
PROFESSIONAL ENGINEER

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER(S):	ALICE C. CARDONA	P. O. BOX 867	ALAMO, TEXAS 78516	(956) 787-2696	
ENGINEER:	DAVID V. GUERRA III	3900 D. JACKIE BLVD. SUITE A	MISSION, TX 78572	(956) 583-1048	(956) 583-1049
SURVEYOR:	MICHAEL FABIAN	209 NORTH 10TH STREET, MCALLEN, TX 78501		(956) 928-1400	(956) 687-4997

PREPARED BY:
RIO D. ENGINEERING
DAVID V. GUERRA III
3900 N. JACKIE BLVD.
MISSION, TEXAS 78572
TEL. (956) 583-1048 FAX (956) 583-1049

PREPARED BY:
MICHAEL FABIAN SURVEYING, INC.
209 N. 10 ST.
MCALLEN, TEXAS 78501
TEL. (956) 928-1400 FAX (956) 687-4997

SHEET NO. 1 OF 3 SHEETS

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: October 22, 2008

RE: **Las Diana's No. 2 Subdivision– Pct. 3**
Final Approval

Las Diana's No. 2 is a forty three (43) lot subdivision located on the West side of Bentsen Palm Drive approximately 4320 feet North of Mile 7 Road (FM 2221).

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 February 05, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate five (5) feet on Bentsen Palm Drive 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. All septic tanks 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 eight (8) (8) 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 April 07, 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 **October 21, 2008.**

SUBDIVISION PLAT OF
LAS DIANAS No.2 SUBDIVISION

A 24.11 ACRE TRACT OF LAND OUT OF LOTS 312, 314, 316 AND ALL OF LOT 318, BENTSEN GROVES SUBDIVISION ADDITION "C", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 947562, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO.

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

I, ANGETO ZAGUIRRE, OWNER OF THE 24.11 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS DIANAS No. 2 SUBDIVISION, HEREBY WARRANT, THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT ARE DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

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

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

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

_____ _____
ANGETO ZAGUIRRE, OWNER — DATE
LAS DIANAS LAND DEVELOPMENT
5522 SOLAR DR.
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

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

Given under my hand and seal of office this _____ day of _____, 2008

DAISY BONILLA — NOTARY PUBLIC

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, SUBJECT TO THE CONDITION THAT IF IRRIGATION WORK (AND DISTRICT IS DEEMED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION DELIVERY FACILITIES, AS REQUIRED BY THE DISTRICT'S SUBDIVISION POLICIES, TO SUCH LOTS FROM THE CURRENT DISTRICT DELIVERY POINT AND BY LEVIES OF THERE REQUIRED. APPROVAL IS ALSO BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS THE____ DAY OF _____, 2008.

ATTEST: _____ _____
SECRETARY — PRESIDENT

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

WE THE UNDERSIGNED CERTIFY that this plat of the LAS DIANAS No. 2 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
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 the _____ day of _____, and was recorded in Book _____, Sheet(s) _____ of the Plat Records of Hidalgo County at o'clock _____ .M. on _____.

_____
Hidalgo County Clerk

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THE SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES ADEQUATE FOR THE SPECIFIC SUBDIVISION, SAID RESPONSIBILITY REMAINS 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, ROMERO L. GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, I HEREBY CERTIFY THAT THIS ABOVE PLAT AND DESCRIPTION OF SAID LAS DIANAS No. 2 SUBDIVISION, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____

_____ _____
ROMERO L. GUTIERREZ — DATE
R.P.L.S. No. 2761

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____
ROBERTO A. ZAGUIRRE
No. 82477
LICENSED PROFESSIONAL ENGINEER
IZAGUIRRE ENGINEERING GROUP, LLC.
5522 S. 10TH STREET
MCALLEN, TEXAS 78504

METES AND BOUNDS

A 24.11 ACRE TRACT OF LAND OUT OF LOTS 312, 314, 316 AND ALL OF LOT 318, BENTSEN GROVES, SUBDIVISION ADDITION "C", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 947562, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO

BEGINNING AT A COTTON PICKER SPINDLE SET 2.50 FEET WEST OF THE CENTERLINE OF BENTSEN PALM DRIVE FOR THE NORTHEAST CORNER OF LOT 345, AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08°50'W, ALONG THE EAST LINE OF LOTS 316 AND 315, PASSING AT 600.00 FEET A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4806 SET FOR THE SOUTHEAST CORNER OF LOT 316, AND THE NORTHEAST CORNER OF LOT 315, CONTINUING FOR A TOTAL DISTANCE OF 1,250.00 FEET TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 316 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81°10'W, ALONG THE NORTH LINE OF THE SERGIO SANCHEZ TRACT, (A 8.50 ACRE TRACT OUT OF THAT PART OF THE NORTH 150.0 FEET OF LOT 312, ALL OF LOT 314, AND THE SOUTH 150.0 FEET OF LOT 316, BENTSEN GROVES SUBDIVISION "C", OF PORTION 50, HIDALGO COUNTY, TEXAS), PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4806 SET AT 33.50 FEET FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 690.22 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4806 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, S 08°44'30" W, ALONG THE WEST LINE OF THE SERGIO SANCHEZ TRACT, A DISTANCE OF 600.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4806 SET FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE, N 81°10'W, ALONG THE NORTH LINE OF THE ARMANDO RODRIGUEZ TRACT, (THE SOUTH 1/2 OF LOT 312, BENTSEN GROVES SUBDIVISION "C", ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1237873, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 766.57 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4806 SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08°50'E, ALONG THE WEST LINE OF LOTS 312, 314, 316 AND 318, A DISTANCE OF 1,850.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4806 SET FOR THE NORTHWEST CORNER OF LOT 316 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81°10'E, ALONG THE NORTH LINE OF LOT 316, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4806 SET AT 1418.33 FEET FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 1,455.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.11 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH TERRACES DE SHARA SUBDIVISION, RECORDED IN VOLUME 32, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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 Las Dianas No. 2 Subdivision was reviewed and approved by the city Council of the City of _____ on _____.

_____ _____
Mayor of the City of Mission — Date

ATTEST: _____ _____
Secretary of the City of Mission — Date

THIS PLAT OF LAS DIANAS No. 2 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. APPROVAL IS REQUIRED.

DATED THIS THE____ DAY OF _____, 2008.

_____
CHAIRMAN PLANNING COMMISSION

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE DESIGNATION: ZONE "C" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN COMMUNITY-PANEL NUMBER 480334 0090 D EFFECTIVE DATE: JUNE 6, 2000.

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

3.- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE SHALL 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. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.- LEGEND ● = SET 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.- MINIMUM BUILDING SETBACK LINES:
FRONT: ..... 25.00'
REAR: ..... 10.00'
SIDE: ..... 6.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES
SIDE ABUTTING RIGHT OF WAY BENTSEN PALM DRIVE.....30.00', 15.00' 9' BUFFERED.

7.- DRAINAGE IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 33.088 CUBIC FEET OR 73.632 CUBIC FEET PER LOT OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE CODE, REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT OR SHEET No.3.

8.- 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). SHEDS OR FENCES AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.- BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. "BM. ELEV. = 999.20 CFS, LOCATED ON A CPENCH POLE ON THE NORTHEAST CORNER OF THIS DEVELOPMENT, PERMANENT BM. ELEV 198.20 CFS SET ON CONCRETE ON THE SOUTH EAST CORNER OF LOT 35, R.A.N.D. SR SATAM.

10.- EACH PURCHASER CONTRACT ENTERED INTO BETWEEN 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.

11.- DRAINAGE SWALE EASEMENTS NOTES: 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.

12.- LOTS 1 TO 24 AND LOTS 31 TO 43 HAVE A 10' WIDE PUBLIC UTILITY AND 20' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF THE LOT. LOTS 25 TO 30 HAVE A 10' WIDE PUBLIC UTILITY AND 15' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF THE LOT OR THE LOT IS DEEMED AS MAY FORMAN FARTHEST FROM STREET.

13.- ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. NO. 6 DISTRICT, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

14.- NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OTHER DEVICES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (UNLESS NO. 6 DISTRICT)

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

16.- LOT 28 IS FOR COMMERCIAL USE ONLY, THERE SHALL BE NO OTHER USE THAN COMMERCIAL. LOT WILL NOT HAVE ACCESS ONTO HALLEY DRIVE.

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

18.- LOT 1 TO 24 AND 39 TO 43 ARE FOR RESIDENTIAL PURPOSES ONLY. LOTS WILL NOT HAVE ACCESS ONTO BENTSEN PALM DRIVE.

19.- ABUTTING STRUCTURE, THE OWNER & SUBSEQUENT OF LAS DIANAS No.2 SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLED AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No.3 OF THIS PLAT.

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

21.- THE RESIDENTIAL LOTS (1-43) SHOULD REFLECT SERVICE BY A 3/4" METER.

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

23.- NO SIDEWALKS ARE REQUIRED ON THIS PLAT FOR SINGLE FAMILY RESIDENTIAL USES.

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

LAS DIANAS No.2 SUBDIVISION IS LOCATED IN WEST HIDALGO COUNTY, APPROXIMATELY 4,330.00 FEET NORTH OF MILE 7 NORTH ROAD (FM 2221), AND ON THE WEST SIDE OF BENTSEN PALM DRIVE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 83,272). LAS DIANAS No. 2 SUBDIVISION LIES WITHIN THE ETJ LIMITS OF MISSION'S FIVE-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PCT. NO. 3.

LEGEND
- ⊢ = POWER POLE
- ⊢ = GUY WIRE
- ⊢ = GUY AND POLE
- ⊕ = WATER METER
- ⊕ = SERVICE POLE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS DIANAS No. 2 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 LAS DIANAS No. 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

LOCATION MAP
SCALE= 1"=2000'

LOT No.	AREA Sq.Ft.	AREA Acres
1	21,994.03	0.504
2	21,809.58	0.501
3	22,139.34	0.508
4	21,881.95	0.502
5-11	21,780.00	0.500
12	21,870.57	0.502
13	21,911.71	0.503
14	22,039.51	0.505
15	21,780.00	0.500
16-17	21,780.00	0.500
18	21,875.15	0.502
19	21,991.63	0.504
20	22,808.35	0.523
21	23,601.32	0.542
22-23	21,799.99	0.500
24	21,927.55	0.503
25	21,994.58	0.504
26	21,908.78	0.503
27	21,983.55	0.505
28	21,957.24	0.501
29	21,917.40	0.503
30	21,885.13	0.504
31-32	21,800.00	0.500
33	21,831.25	0.501
34	22,767.45	0.523
35	23,332.02	0.310
36	22,215.00	0.509
37-38	21,780.00	0.500
39-40	22,215.00	0.509
41-42	21,780.00	0.500
43	22,186.87	0.509

CURVE	DELTA	RADIUS	LENGTH
"A"	9°21'18"	304.46'	33.77'
"B"	16°47'41"	304.46'	89.25'
"C"	12°49'33"	354.46'	58.82'
"D"	13°13'42"	354.46'	82.53'
"E"	18°18'23"	235.70'	45.77'
"F"	18°27'08"	235.70'	80.53'
"G"	08°21'20"	165.75'	27.84'
"H"	28°15'51"	165.75'	84.87'
"I"	34°43'28"	235.70'	142.81'
"J"	02°42'39"	165.75'	10.30'
"K"	18°47'12"	304.46'	103.42'
"L"	07°17'15"	354.46'	45.13'
"M"	17°37'49"	354.46'	93.99'
"N"	08°27'04"	354.46'	36.23'
"O"	68°58'04"	90.00'	53.21'
"P"	27°02'45"	90.00'	23.98'
"Q"	76°09'00"	56.00'	81.08'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 83°30'00" W	20.30'
L2	S 38°12'00" E	20.30'
L3	S 83°30'00" E	19.38'
L4	S 38°12'00" E	28.30'
L5	S 83°30'00" W	20.30'
L6	N 38°12'00" W	28.30'
L7	N 83°30'11" W	28.80'
L8	N 78°57'32" W	154.28'
L9	S 41°37'39" W	221.46'
L10	S 24°21'05" E	224.86'
L11	S 41°37'39" E	188.32'

NO.	SHEET	REVISION	DATE	APPROVED

SHEET NO. 1 OF 3 SHEETS

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	ANGETO ZAGUIRRE	5522 SOLAR DR.	MISSION, TEXAS 78574	(956)240-0749	(956) 928-0002
ENGINEER:	ROBERTO A. ZAGUIRRE	5522 S. 10TH STREET	MCALLEN, TEXAS 78504	(956)240-0749	(956) 928-0002
SURVEYOR:	ROMERO L. GUTIERREZ	2300 BAY CREEK DR.	MISSION, TEXAS 78503	(956)583-0479	

IZAGUIRRE ENGINEERING GROUP, LLC.
5522 N.10TH STREET
MCALLEN TX, 78504
CONSULTING ENGINEERS
TEL. (956) 240-0749
FAX (956) 928-0002

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: October 22, 2008

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

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

The proposed Subdivision lies within the City of Mission 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, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

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

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Pablo E. Pena and approved by the Environmental Health Department. 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 Abram Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on January 30, 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 **October 21, 2008.**

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, DEDIFICATION, AND ATTESTATION

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

I, CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.003 AND THAT

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

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

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

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

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

_____
GARY BURCH CONSTRUCTION INC.
PRESIDENT: GARY BURCH

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

_____
NOTARY PUBLIC

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0065(C) AND § 212.0115(D)

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

_____ _____
MAYOR OF THE CITY OF MISSION DATE

ATTEST: _____
SECRETARY OF THE CITY OF MISSION DATE

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

DATED THIS_____ DAY OF _____, 2008

_____
CHAIRMAN,

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

DATED THIS THE _____ DAY OF _____, 2008.

ATTEST: _____
PRESIDENT SECRETARY

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

_____ _____
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 DATE

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

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

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

I, PABLO PENA, III, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE ELLIS NO. 5 SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME, OR UNDER MY SUPERVISION ON MAY 30, 2004.

_____ 04-25-84
PABLO PENA, III DATE SURVEYED
R.P.L.S. NO. 5342

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

_____ 04-28-84
PABLO F. PENA, JR. DATE OF PREPARATION
P.E. NO. 34883

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

SUBDIVISION PLAT OF

"ELLIS NO. 5 SUBDIVISION"

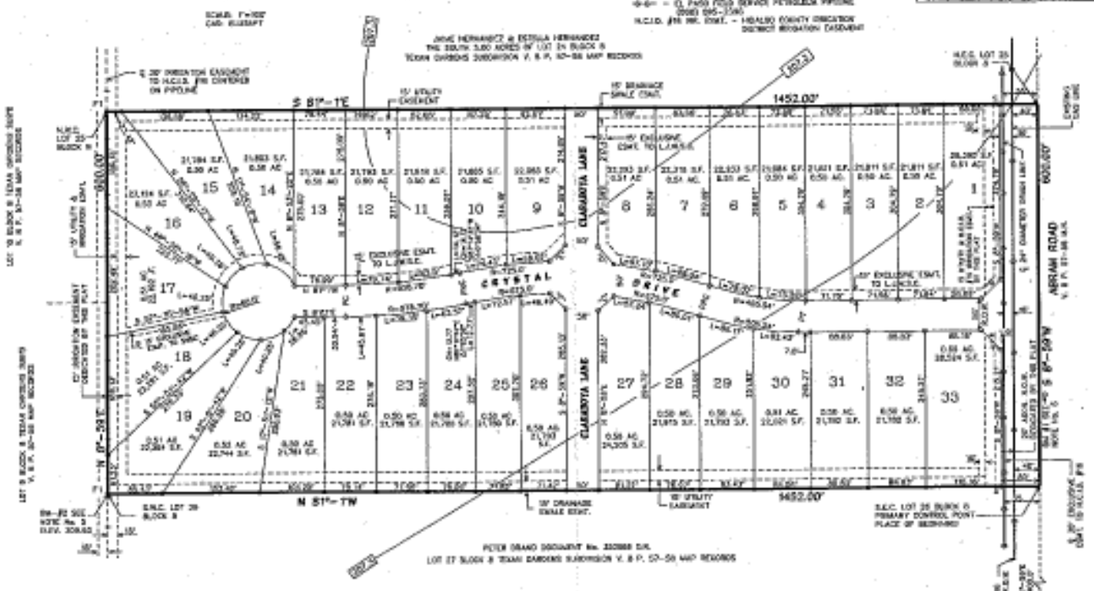
A 20.0 ACRE TRACT OF LAND BEING ALL OF LOTS 25 AND 26, BLOCK 8 TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 8 PAGE 57-58 OF THE MAP RECORDS OF SAID COUNTY;

NOTE: BASIS OF BEARING, IS THE WEST LINE OF LOTS 18 TO 24, BLOCK 8 TEXAN GARDENS SUBD. V. 8 P. 57-58 MAP REC.

AT EACH SUBDIVISION CORNER MONUMENTS ARE SHOWN IN LEGEND, EACH CORNER IS FLAGGED WITH A PLASTIC FLAG MARKED PENA ENGINEERING EDGE WHITEHOUSE TEXAS, TX. 78561 (956) 682-8812

LEGEND
F1 - FOUND 1/2" DIAMETER IRON ROD
S - SET 1/2" DIAMETER IRON ROD
BM - BENCHMARK
S.E.C. - SOUTHEAST CORNER
N.E.C. - NORTHEAST CORNER
S.W.C. - SOUTHWEST CORNER
S.E.C. - SOUTHEAST CORNER
L.J.W.S.C. - LA JOYA WATER SUPPLY CORP.
--I-- IRRIGATION LINE
--D-- DRAIN LINE
PC = POINT OF CURVATURE
PCR = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENT
--G-- G. PASO FIELD SERVICE PETROLEUM PIPELINE (2000) (DOT--2346)
H.C.I.D. #16 IRR. DIST. - HIDALGO COUNTY IRRIGATION DISTRICT IRRIGATION EASEMENT

LOT	CHORD	CHORD BEARING	Δ
1	23.23'	S.51°-37'-10"W.	9°-10'-00"
2	19.55'	N.89°-57'-40"W.	90°-00'-00"
3	19.55'	N.89°-57'-40"W.	90°-00'-00"
4	19.55'	N.89°-57'-40"W.	90°-00'-00"
5	19.55'	N.89°-57'-40"W.	90°-00'-00"
6	19.55'	N.89°-57'-40"W.	90°-00'-00"
7	23.23'	N.51°-37'-10"W.	9°-10'-00"
8	23.23'	N.51°-37'-10"W.	9°-10'-00"
9	19.55'	N.89°-57'-40"W.	90°-00'-00"
10	19.55'	N.89°-57'-40"W.	90°-00'-00"
11	19.55'	N.89°-57'-40"W.	90°-00'-00"
12	19.55'	N.89°-57'-40"W.	90°-00'-00"
13	23.23'	N.51°-37'-10"W.	9°-10'-00"
14	23.23'	N.51°-37'-10"W.	9°-10'-00"
15	19.55'	N.89°-57'-40"W.	90°-00'-00"
16	19.55'	N.89°-57'-40"W.	90°-00'-00"
17	19.55'	N.89°-57'-40"W.	90°-00'-00"
18	19.55'	N.89°-57'-40"W.	90°-00'-00"
19	23.23'	N.51°-37'-10"W.	9°-10'-00"
20	23.23'	N.51°-37'-10"W.	9°-10'-00"
21	19.55'	N.89°-57'-40"W.	90°-00'-00"
22	19.55'	N.89°-57'-40"W.	90°-00'-00"
23	19.55'	N.89°-57'-40"W.	90°-00'-00"
24	19.55'	N.89°-57'-40"W.	90°-00'-00"
25	23.23'	N.51°-37'-10"W.	9°-10'-00"
26	23.23'	N.51°-37'-10"W.	9°-10'-00"
27	19.55'	N.89°-57'-40"W.	90°-00'-00"
28	19.55'	N.89°-57'-40"W.	90°-00'-00"
29	19.55'	N.89°-57'-40"W.	90°-00'-00"
30	19.55'	N.89°-57'-40"W.	90°-00'-00"
31	23.23'	N.51°-37'-10"W.	9°-10'-00"
32	23.23'	N.51°-37'-10"W.	9°-10'-00"
33	19.55'	N.89°-57'-40"W.	90°-00'-00"



NOTES AND BOUNDS DESCRIPTION:

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

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 26, FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID LOT (26), N 81°-11'W, AT 452.00 FEET FOUND A 1/2 INCH DIAMETER IRON ROD FOUND AT THE WEST RIGHT OF WAY OF ABRAM ROAD, AT 1452.00 FEET AT ALL TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WEST LINE OF SAID LOT (26), N 08°-49'E AT 380.00 FEET PASS THE NORTHWEST CORNER OF LOT 26, AT 609.00 FEET IN ALL TO THE NORTHWEST CORNER OF LOT 25, TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH THE NORTH LINE OF SAID LOT (25) S 81°-11'E, AT 1452.00 FEET SET A 1/2 INCH DIAMETER IRON ROD AT THE PROPOSED WEST RIGHT OF WAY OF SAID ROAD, AT 1452.00 FEET IN ALL TO THE NORTHEAST CORNER OF LOT 25, FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, IN ABRAM ROAD, S 8°-49'W, AT 380.00 FEET PASS THE SOUTHEAST CORNER OF LOT 25, AT 609.00 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING TWENTY (20) ACRES, MORE OR LESS, OF WHICH 2.78 ACRE LIES IN ROADS, LEAVING 17.22 ACRES NET.

COUNTY CLERK'S RECORDING CERTIFICATE

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

_____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

_____ _____
HIDALGO COUNTY POINT OF WAY DIRECTOR DATE

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

_____
FRANK FLORES
MANAGER OF
LA JOYA WATER SUPPLY CORPORATION

CONT'D NOTES:

2.a) IF LOT 1 IS USED FOR COMMERCIAL LOT 2 MAY ALSO BE USED FOR COMMERCIAL IF OWNED BY THE SAME PERSON; IF LOT 25 IS USED FOR COMMERCIAL LOT 26 MAY ALSO BE USED FOR COMMERCIAL IF OWNED BY THE SAME PERSON;

2.b) THE SUBDIVISION WILL NOT BE ALLOWED TO CONNECT TO THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 DRAIN LINE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

_____ _____
HIDALGO COUNTY ASSISTANT DIRECTOR DATE

LINE DATA			
"A"	BEARING: N 38°-1'-1"W.	DISTANCE: 43.42'	
"B"	BEARING: S 83°-59'W.	DISTANCE: 42.43'	
"C"	BEARING: N 67°-16'-51"E.	DISTANCE: 35.33'	
"D"	BEARING: N 21°-02'-23"W.	DISTANCE: 37.14'	
"E"	BEARING: S 83°-58'-28"W.	DISTANCE: 35.35'	
"F"	BEARING: S 28°-02'-32"E.	DISTANCE: 39.36'	

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

INDEX TO SHEET OF ELLIS NO. 5 SUBDIVISION PLAT:

SHEET 1:
MY MAPS, BOOKS: LOCATION MAP AND CITY PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENTS LAYOUT; NOTES & BOUNDS DESCRIPTION; DEDICATION; CERTIFICATION; PLAT NOTES AND PREFERENCES; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO WATER IRRIGATION DISTRICT CERTIFICATION; ENGINEER'S CERTIFICATION; H.C.D.D.#1 No. 1 CERTIFICATION;

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

SHEET 3:
CONSTRUCTION DETAILS

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE DESIGNATION: ZONE "C" (UNSHADED) - AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLAIN COMMUNITY PANEL NUMBER 480334 0280 D MAP REVISED: 09-09-2000 AND BY THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIED AS OTHER AREAS WITHIN THE PROPOSED SUBDIVISION AND THE PROPOSED STREET RIGHT OF WAY 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 ARE WITHIN THE 100-YEAR FLOOD PLAIN. THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIED AS OTHER AREA WITHIN THE PROPOSED SUBDIVISION AND THE PROPOSED STREET RIGHT OF WAY THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT OF WA

AI-11853 **13.A.**

WIC

CC REGULAR

Date: 10/28/2008
Submitted By: Margarita Gonzalez, WIC
Submitted For: Norma Longoria, WIC Director
Department: WIC
Agenda Area: WIC

Information

CAPTION

1. Approval to delete one (1) vacant LVN position, slot#350-001-046 budgeted at $37,440.00
2. Approval to create the following regular full time positions:

Slot #	Position Title	Budgeted Salary
350-001-0235	Clerk	$ 18,640.00
350-001-0236	Clerk	$ 18,640.00

3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1292-441-00-350-001-9
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Fiscal Note
Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 04:33 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	10/24/2008 02:12 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/24/2008 05:44 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Margarita Gonzalez — Started On: 10/22/2008 12:06 PM

Final Approval Date: 10/24/2008

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, October 28, 2008

Agenda Item: AI # 11853

Summary of request/proposal: WIC department is requesting approval to delete one (1) regular full time LVN position and create two (2) regular full time Clerk positions as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
	LVN	0046	113	37,440.00	0.00	(37,440.00)
	Clerk	0235	113	0.00	18,640.00	18,640.00
	Clerk	0003	113	0.00	18,640.00	18,640.00
	Total:			37,440.00	37,280.00	(160.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1292-441-00-350-001-9	113	WIC ADM	PERM F/T EMPLOYEES	(58.63)
8-1292-441-00-350-001-9	211	WIC ADM	HEALTH INSURANCE	1,525.74
8-1292-441-00-350-001-9	212	WIC ADM	LIFE INSURANCE	9.89
8-1292-441-00-350-001-9	220	WIC ADM	FICA	(4.48)
8-1292-441-00-350-001-9	230	WIC ADM	RETIREMENT	(5.15)
8-1292-441-00-350-001-9	250	WIC ADM	UNEMPLOYMENT COMP	(0.29)
8-1292-441-00-350-001-9	260	WIC ADM	WORKER'S COMP	(0.06)
			2008 Budgetary Impact	1,467.02

2009 Budgetary Impact: $ 52,100.00

Possible Funding Sources: WIC Adm.

Budget Office Recommendation:

Account Number	Department Name	Slot #	Position Title	2009 SALARY
1292441003500015	WIC ADM	350-001-9-001	WIC DIRECTOR	$ 93,600.00
1292441003500015	WIC ADM	350-001-9-002	AREA COORDINATOR	$ 66,351.00
1292441003500015	WIC ADM	350-001-9-003	AREA COORDINATOR	$ 60,625.00
1292441003500015	WIC ADM	350-001-9-005	PERSONNEL/BUDGET DIRECTOR	$ 59,273.00
1292441003500015	WIC ADM	350-001-9-006	NUTRITIONIST	$ 55,608.00
1292441003500015	WIC ADM	350-001-9-008	REGISTERED DIETITAN	$ 48,365.00
1292441003500015	WIC ADM	350-001-9-010	NUTRITIONIST	$ 39,900.00
1292441003500015	WIC ADM	350-001-9-011	NUTRITIONIST	$ 46,340.00
1292441003500015	WIC ADM	350-001-9-012	ADMIN TECH II	$ 51,000.00
1292441003500015	WIC ADM	350-001-9-013	REGISTERED DIETITAN	$ 46,128.00
1292441003500015	WIC ADM	350-001-9-014	NUTRITIONIST	$ 44,217.00
1292441003500015	WIC ADM	350-001-9-015	REGISTERED DIETITAN	$ 43,680.00
1292441003500015	WIC ADM	350-001-9-016	CLINIC MANAGER	$ 42,901.00
1292441003500015	WIC ADM	350-001-9-017	LVN	$ 42,537.00
1292441003500015	WIC ADM	350-001-9-018	NUTRITIONIST	$ 42,537.00
1292441003500015	WIC ADM	350-001-9-019	NUTRITIONIST	$ 42,537.00
1292441003500015	WIC ADM	350-001-9-020	NUTRITIONIST	$ 42,537.00
1292441003500015	WIC ADM	350-001-9-021	NUTRITIONIST	$ 42,537.00
1292441003500015	WIC ADM	350-001-9-022	LVN-CLINIC MGR.	$ 41,978.00
1292441003500015	WIC ADM	350-001-9-023	CLINIC MANAGER	$ 41,978.00
1292441003500015	WIC ADM	350-001-9-024	CLINIC MANAGER	$ 41,978.00
1292441003500015	WIC ADM	350-001-9-025	CLINIC MANAGER	$ 41,418.00
1292441003500015	WIC ADM	350-001-9-026	NUTRITIONIST	$ 40,300.00
1292441003500015	WIC ADM	350-001-9-027	LVN	$ 40,300.00
1292441003500015	WIC ADM	350-001-9-028	CLINIC MANAGER	$ 40,300.00
1292441003500015	WIC ADM	350-001-9-029	LVN-CLINIC MGR.	$ 40,300.00
1292441003500015	WIC ADM	350-001-9-030	NUTRITIONIST	$ 40,300.00
1292441003500015	WIC ADM	350-001-9-031	LVN-CLINIC MGR.	$ 40,300.00
1292441003500015	WIC ADM	350-001-9-032	NUTRITIONIST	$ 40,300.00
1292441003500015	WIC ADM	350-001-9-033	CLINIC MANAGER	$ 40,300.00
1292441003500015	WIC ADM	350-001-9-034	CLINIC MANAGER	$ 40,300.00
1292441003500015	WIC ADM	350-001-9-035	NUTRITIONIST	$ 40,300.00
1292441003500015	WIC ADM	350-001-9-036	LVN	$ 39,851.00
1292441003500015	WIC ADM	350-001-9-037	LVN	$ 39,851.00
1292441003500015	WIC ADM	350-001-9-039	LVN	$ 39,738.00
1292441003500015	WIC ADM	350-001-9-040	LVN	$ 39,738.00
1292441003500015	WIC ADM	350-001-9-041	LVN	$ 39,783.00
1292441003500015	WIC ADM	350-001-9-042	VENDOR LIAISON	$ 40,631.00
1292441003500015	WIC ADM	350-001-9-044	LVN	$ 37,607.00
1292441003500015	WIC ADM	350-001-9-045	WCS II	$ 36,705.00

Account Number	Department Name	Slot #	Position Title	2009 SALARY
~~1292441003500015~~	~~WIC ADM~~	~~350-001-9-046~~	~~LVN~~	~~$ 37,440.00~~
*** DELETE * DELETE * DELETE * DELETE * DELETE * DELETE * slot 46**				
1292441003500015	WIC ADM	350-001-9-047	LVN	$ 37,440.00
1292441003500015	WIC ADM	350-001-9-048	WCS I	$ 35,371.00
1292441003500015	WIC ADM	350-001-9-049	WCS I	$ 35,371.00
1292441003500015	WIC ADM	350-001-9-050	WCS I	$ 35,371.00
1292441003500015	WIC ADM	350-001-9-051	WCS I	$ 34,011.00
1292441003500015	WIC ADM	350-001-9-053	LVN	$ 37,482.00
1292441003500015	WIC ADM	350-001-9-054	LVN	$ 37,482.00
1292441003500015	WIC ADM	350-001-9-055	CLERK II	$ 33,512.00
1292441003500015	WIC ADM	350-001-9-057	CLERK II	$ 32,322.00
1292441003500015	WIC ADM	350-001-9-058	CLERK	$ 32,322.00
1292441003500015	WIC ADM	350-001-9-059	CLERK II	$ 33,000.00
1292441003500015	WIC ADM	350-001-9-060	CLERK	$ 31,070.00
1292441003500015	WIC ADM	350-001-9-061	CLERK	$ 30,458.00
1292441003500015	WIC ADM	350-001-9-062	CLERK	$ 30,458.00
1292441003500015	WIC ADM	350-001-9-063	CLERK	$ 29,921.00
1292441003500015	WIC ADM	350-001-9-064	CLERK	$ 29,849.00
1292441003500015	WIC ADM	350-001-9-065	CLINIC AIDE	$ 29,596.00
1292441003500015	WIC ADM	350-001-9-066	CLERK	$ 29,004.00
1292441003500015	WIC ADM	350-001-9-067	WCS I	$ 29,450.00
1292441003500015	WIC ADM	350-001-9-068	WCSI	$ 28,633.00
1292441003500015	WIC ADM	350-001-9-069	CLERK	$ 25,000.00
1292441003500015	WIC ADM	350-001-9-070	CLERK	$ 28,182.00
1292441003500015	WIC ADM	350-001-9-071	WCS I	$ 27,951.00
1292441003500015	WIC ADM	350-001-9-072	ADMIN CLERK	$ 30,000.00
1292441003500015	WIC ADM	350-001-9-073	WCS I	$ 27,789.00
1292441003500015	WIC ADM	350-001-9-074	WCS I	$ 27,789.00
1292441003500015	WIC ADM	350-001-9-075	CLERK	$ 27,439.00
1292441003500015	WIC ADM	350-001-9-076	CLERK	$ 27,439.00
1292441003500015	WIC ADM	350-001-9-077	CLERK	$ 26,915.00
1292441003500015	WIC ADM	350-001-9-078	CLERK	$ 26,915.00
1292441003500015	WIC ADM	350-001-9-079	WCS I	$ 26,465.00
1292441003500015	WIC ADM	350-001-9-080	WCS I	$ 24,831.00
1292441003500015	WIC ADM	350-001-9-081	CLERK	$ 26,194.00
1292441003500015	WIC ADM	350-001-9-082	CLINIC AIDE	$ 26,022.00
1292441003500015	WIC ADM	350-001-9-083	CLERK	$ 26,022.00
1292441003500015	WIC ADM	350-001-9-084	WCS I	$ 24,831.00
1292441003500015	WIC ADM	350-001-9-085	CLERK	$ 25,090.00
1292441003500015	WIC ADM	350-001-9-086	MAINTENANCE CLERK	$ 26,000.00

Account Number	Department Name	Slot #	Position Title	2009 SALARY
1292441003500015	WIC ADM	350-001-9-087	CLINIC AIDE	$ 24,831.00
1292441003500015	WIC ADM	350-001-9-088	CLINIC AIDE	$ 24,831.00
1292441003500015	WIC ADM	350-001-9-089	WCS I	$ 24,831.00
1292441003500015	WIC ADM	350-001-9-090	WAREHOUSE CLERK	$ 25,023.00
1292441003500015	WIC ADM	350-001-9-091	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-092	CLERK	$ 23,872.00
1292441003500015	WIC ADM	350-001-9-094	DELIVERY CL./DRIVER	$ 25,023.00
1292441003500015	WIC ADM	350-001-9-095	CLINIC AIDE	$ 23,465.00
1292441003500015	WIC ADM	350-001-9-096	CLERK	$ 23,090.00
1292441003500015	WIC ADM	350-001-9-097	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-098	CLINIC AIDE	$ 22,653.00
1292441003500015	WIC ADM	350-001-9-099	CLINIC AIDE	$ 22,653.00
1292441003500015	WIC ADM	350-001-9-100	CLERK	$ 22,652.00
1292441003500015	WIC ADM	350-001-9-101	CLINIC AIDE	$ 22,618.00
1292441003500015	WIC ADM	350-001-9-102	CLERK	$ 22,103.00
1292441003500015	WIC ADM	350-001-9-103	CLERK	$ 21,974.00
1292441003500015	WIC ADM	350-001-9-104	CLERK	$ 21,622.00
1292441003500015	WIC ADM	350-001-9-105	CLERK	$ 21,622.00
1292441003500015	WIC ADM	350-001-9-106	CLERK	$ 21,079.00
1292441003500015	WIC ADM	350-001-9-107	CLERK	$ 21,050.00
1292441003500015	WIC ADM	350-001-9-108	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-109	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-110	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-111	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-112	BF CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-113	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-114	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-115	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-116	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-117	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-118	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-119	BF CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-120	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-121	BF CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-122	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-123	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-124	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-125	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-126	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-127	CLERK	$ 20,926.00

Account Number	Department Name	Slot #	Position Title	2009 SALARY
1292441003500015	WIC ADM	350-001-9-128	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-129	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-130	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-131	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-132	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-133	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-134	CLEANING AIDE	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-135	CLEANING AIDE	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-136	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-137	CLINIC AIDE	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-138	CLERK	$ 20,926.00
1292441003500015	WIC ADM	350-001-9-139	CLERK	$ 18,522.00
1292441003500015	WIC ADM	350-001-9-140	CLERK	$ 20,348.00
1292441003500015	WIC ADM	350-001-9-141	CLEANING AIDE	$ 20,348.00
1292441003500015	WIC ADM	350-001-9-142	CLERK	$ 20,348.00
1292441003500015	WIC ADM	350-001-9-143	CLERK	$ 20,348.00
1292441003500015	WIC ADM	350-001-9-144	CLERK	$ 20,348.00
1292441003500015	WIC ADM	350-001-9-145	CLERK	$ 20,348.00
1292441003500015	WIC ADM	350-001-9-146	CLERK	$ 20,348.00
1292441003500015	WIC ADM	350-001-9-147	CLERK	$ 18,763.00
1292441003500015	WIC ADM	350-001-9-148	CLINIC AIDE	$ 20,348.00
1292441003500015	WIC ADM	350-001-9-149	CLEANING AIDE	$ 20,348.00
1292441003500015	WIC ADM	350-001-9-150	CLERK	$ 18,594.00
1292441003500015	WIC ADM	350-001-9-151	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-152	CLERK	$ 20,211.00
1292441003500015	WIC ADM	350-001-9-153	CLERK	$ 20,211.00
1292441003500015	WIC ADM	350-001-9-154	CLERK	$ 20,211.00
1292441003500015	WIC ADM	350-001-9-155	CLERK	$ 20,211.00
1292441003500015	WIC ADM	350-001-9-156	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-157	CLERK	$ 20,211.00
1292441003500015	WIC ADM	350-001-9-158	CLERK	$ 20,211.00
1292441003500015	WIC ADM	350-001-9-159	CLERK	$ 20,211.00
1292441003500015	WIC ADM	350-001-9-160	CLERK	$ 20,211.00
1292441003500015	WIC ADM	350-001-9-161	CLINIC AIDE	$ 19,296.00
1292441003500015	WIC ADM	350-001-9-162	CLINIC AIDE	$ 19,296.00
1292441003500015	WIC ADM	350-001-9-163	CLERK	$ 19,296.00
1292441003500015	WIC ADM	350-001-9-164	CLERK	$ 17,763.00
1292441003500015	WIC ADM	350-001-9-165	CLERK	$ 19,296.00
1292441003500015	WIC ADM	350-001-9-166	CLERK	$ 19,296.00
1292441003500015	WIC ADM	350-001-9-167	CLERK	$ 18,522.00

Account Number	Department Name	Slot #	Position Title	2009 SALARY
1292441003500015	WIC ADM	350-001-9-168	CLERK	$ 19,296.00
1292441003500015	WIC ADM	350-001-9-169	CLINIC AIDE	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-170	CLERK	$ 19,296.00
1292441003500015	WIC ADM	350-001-9-171	CLINIC AIDE	$ 19,296.00
1292441003500015	WIC ADM	350-001-9-172	CLERK	$ 19,296.00
1292441003500015	WIC ADM	350-001-9-173	CLERK	$ 18,763.00
1292441003500015	WIC ADM	350-001-9-174	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-175	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-176	CLERK	$ 18,763.00
1292441003500015	WIC ADM	350-001-9-177	CLERK	$ 18,763.00
1292441003500015	WIC ADM	350-001-9-178	CLERK	$ 18,763.00
1292441003500015	WIC ADM	350-001-9-179	CLINIC AIDE	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-180	CLERK	$ 18,763.00
1292441003500015	WIC ADM	350-001-9-181	CLINIC AIDE	$ 17,740.00
1292441003500015	WIC ADM	350-001-9-182	CLINIC AIDE	$ 17,763.00
1292441003500015	WIC ADM	350-001-9-183	CLERK	$ 16,500.00
1292441003500015	WIC ADM	350-001-9-184	CLEANING AIDE	$ 15,335.00
1292441003500015	WIC ADM	350-001-9-185	CLEANING AIDE	$ 10,964.00
1292441003500015	WIC ADM	350-001-9-186	CLEANING AIDE	$ 10,964.00
1292441003500015	WIC ADM	350-001-9-187	CLEANING AIDE	$ 10,964.00
1292441003500015	WIC ADM	350-001-9-188	CLEANING AIDE	$ 10,964.00
1292441003500015	WIC ADM	350-001-9-190	CLEANING AIDE	$ 10,964.00
1292441003500015	WIC ADM	350-001-9-191	CLEANING AIDE	$ 10,964.00
1292441003500015	WIC ADM	350-001-9-192	CLEANING AIDE	$ 10,964.00
1292441003500015	WIC ADM	350-001-9-193	CLEANING AIDE	$ 10,964.00
1292441003500015	WIC ADM	350-001-9-194	CLEANING AIDE	$ 10,673.00
1292441003500015	WIC ADM	350-001-9-195	CLEANING AIDE	$ 10,673.00
1292441003500015	WIC ADM	350-001-9-196	CLEANING AIDE	$ 9,882.00
1292441003500015	WIC ADM	350-001-9-197	CLEANING AIDE	$9,882.00
1292441003500015	WIC ADM	350-001-9-198	NUTRITIONIST	$ 40,300.00
1292441003500015	WIC ADM	350-001-9-199	NUTRITIONIST	$ 40,106.00
1292441003500015	WIC ADM	350-001-9-200	AREA COORDINATOR	$ 52,005.00
1292441003500015	WIC ADM	350-001-9-201	LVN	$37,445.00
1292441003500015	WIC ADM	350-001-9-202	LVN	$ 37,445.00
1292441003500015	WIC ADM	350-001-9-203	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-204	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-205	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-206	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-207	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-208	CLERK	$ 17,640.00

Account Number	Department Name	Slot #	Position Title	2009 SALARY
1292441003500015	WIC ADM	350-001-9-209	CLINIC AIDE	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-210	CLINIC AIDE	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-211	CLEANING AIDE	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-212	REGISTERED DIETITAN	$ 43,680.00
1292441003500015	WIC ADM	350-001-9-213	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-214	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-215	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-216	NUTRITIONIST	$ 40,106.00
1292441003500015	WIC ADM	350-001-9-218	NUTRITIONIST	$ 38,000.00
1292441003500015	WIC ADM	350-001-9-219	NE COORDINATOR	$ 52,000.00
1292441003500015	WIC ADM	350-001-9-220	BF COORDINATOR	$ 52,000.00
1292441003500015	WIC ADM	350-001-9-221	NUTRITIONIST	$ 38,000.00
1292441003500015	WIC ADM	350-001-9-222	CLEANING AIDE	$ 21,923.00
1292441003500015	WIC ADM	350-001-9-223	CLINIC AIDE	$ 16,640.00
1292441003500015	WIC ADM	350-001-9-224	CLERK	$ 16,640.00
1292441003500015	WIC ADM	350-001-9-225	REGISTERED DIETITAN	$ 42,000.00
1292441003500015	WIC ADM	350-001-9-226	REGISTERED DIETITAN	$ 42,000.00
1292441003500015	WIC ADM	350-001-9-227	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-228	CLERK	$ 17,640.00
1292441003500015	WIC ADM	350-001-9-230	MOBILE CL. DRIVER	$ 26,465.00
1292441003500015	WIC ADM	350-001-9-231	ADMIN ASST.	$ 32,000.00
1292441003500015	WIC ADM	350-001-9-232	REGISTERED DIETITAN	$ 42,000.00
1292441003500015	WIC ADM	350-001-9-233	REGISTERED DIETITAN	$ 42,000.00
1292441003500015	WIC ADM	350-001-9-234	CLEANING AIDE	$ 20,348.00
1292441003500015	WIC ADM	350-001-9-235	CLERK - NEW POSITION	$ 18,640.00
1292441003500015	WIC ADM	350-001-9-236	CLERK - NEW POSITION	$ 18,640.00
				$ 6,115,006.00

AI-11851 **14.A.**

SCAAP Grant

CC REGULAR

Date: 10/28/2008
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

1. Approval and authorization to accept the FY 2008 SCAPP (State Criminal Alien Assistance Program) grant from the U. S. Department of Justice, Bureau of Justice Assistance.
2. Approval of budget amendment to appropriate the grant award for $474,146.00.

BACKGROUND

Grant Number: 2008-AP-BX-1216

Monies are to be used for correctional purposes.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**

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

BUDGETARY IMPACT:

Acceptance of award requires no funding.

Attachments

Link: scaap.grant.award.budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	10/22/2008 05:02 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:43 AM	APRV
3	Rey Salazar	Rey Salazar	10/24/2008 08:21 AM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 11:50 AM	APRV
5	Purchasing Department	Marty Salazar	10/24/2008 12:14 PM	APRV
6	Court Administrator	Angela Garcia	10/24/2008 01:07 PM	APRV

Form Started By: Emilia Uriegas — Started On: 10/22/2008 12:01 PM

Final Approval Date: 10/24/2008

State Criminal Alien Assistance Program 2008-F2945-TX-AP

OMB Number: 1121-0243
Expires: 02/29/2004

SCAAP Help

Grant Number: 2008-AP-BX-1216

Jurisdiction: County of Hidalgo

GMS Home

Vendor Number: 746000717

Award Amount: $474,146

Log Off

Fiscal Year 2008 Payment Acceptance and Electronic Transfer of Funds

FY 2008 SCAAP Use of Funds List

--- Construction ---
Construction for inmate housing, inmate programs, prison industries in ADA compliance
--- Training/Education for offender ---
Specific trade employment skills
GED testing
Job Preparedness
--- Training for corrections officers to help manage offender population ---
Bi-lingual language skills
Less than lethal technology training
Diversity training

☐ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2008 State Criminal Alien Assistance Program.

Accept Decline

Richard Ozuna

From: SCAAP [SCAAP@usdoj.gov]
Sent: Monday, October 20, 2008 10:53 AM
To: SCAAP
Subject: SCAAP Draw Down Announcement

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that your Fiscal Year 2008 State Criminal Alien Assistance Program (SCAAP) award is complete and is ready for drawdown. To view the FY 2008 SCAAP awards, visit http://www.ojp.usdoj.gov/BJA/grant/FY2008_SCAAP_Awards.pdf. All FY 2008 SCAAP awards were slightly increased since the last email announcement due to an accounting correction.

Please follow the instructions below to accept your SCAAP award:

- Access the Grants Management System web site at https://grants.ojp.usdoj.gov/ and log on using your SCAAP user id and password.
- Locate the Application status block that contains your 2008 SCAAP application. You will see "View" and "Drawdown" links under the "Action" header located on the right side of this block.
- Click on "Drawdown." This will take you to an acceptance screen that displays your grant number, jurisdiction name, and award amount at the top. Please print this screen for your records.
- Select at least one use of SCAAP funds on the provided list. Multiple selections are possible with the Control key and mouse click.
- Review and click the certification checkbox before accepting the award.
- **Use of SCAAP Awards:** The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.
- At the bottom of the screen, there is an "Accept" and "Decline" button. After you accept your award, you will be taken to a screen that confirms your acceptance. **Applicants are required to accept awards online within 45 calendar days of this award notice. This email serves as notice for you to accept your SCAAP award online.**
- Following your acceptance of the SCAAP terms, conditions, and award amount, OJP will initiate an electronic payment to your bank account of record, verified through the online SCAAP registration process.
- Allow 15 business days for the electronic payment process to occur.

For questions concerning your SCAAP award amount, please email BJA at SCAAP@ojp.usdoj.gov. For password resets, technical or system-related questions, please call the GMS Helpdesk at 1-888-549-9901, Option 5 or email GMSHelp@ojp.usdoj.gov. For questions related to the electronic transfer of funds or bank account of record, please contact the OCFO Customer Service Center at 1-800-458-0786 or AskOCFO@usdoj.gov.

Thank you and congratulations on your SCAAP award.

SCAAP Program Team

Bureau of Justice Assistance

Eileen M. Garry
Deputy Director
Bureau of Justice Assistance
U.S. Department of Justice

Darius LoCicero
Division Chief, Special Projects
Bureau of Justice Assistance
U.S. Department of Justice

Joseph Husted
Payments Program Analyst
Bureau of Justice Assistance
U.S. Department of Justice

State Criminal Alien Assistance Program (SCAAP)

NEW: FY 2008 SCAAP Awards: The Bureau of Justice Assistance (BJA) is pleased to announce that the FY 2008 State Criminal Alien Assistance Program (SCAAP) awards are complete. Click the following to view the FY 2008 SCAAP award amounts. BJA will email all 2008 SCAAP jurisdictions when the SCAAP awards are ready for drawdown in the next two weeks.

Overview: BJA administers SCAAP, in conjunction with the Bureau of Immigration and Customs Enforcement and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.

Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.

FY 2007 and 2008 SCAAP Use of Funds List

Salaries for corrections officers
Overtime costs
Corrections work force recruitment and retention
Construction of corrections facilities
Training / education for offenders
Training for corrections officers related to offender population management
Consultants involved with offender population
Medical and mental health services
Vehicle rental / purchase for transport of offenders
Prison Industries
Pre-release / reentry programs
Technology involving offender management / inter agency information sharing
Disaster preparedness continuity of operations for corrections facility

Reporting Period: The reporting period for the FY 2008 application period is July 1, 2006 through June 30, 2007. Only qualifying inmates who served four or more days during this period may be included in the FY 2008 SCAAP application.

Eligible Inmates - Applicant Responsibilities: Unless otherwise prohibited, applicants may submit records of inmates in their custody during the reporting period who: were born outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship; were in the applicant's custody for four or more consecutive days during the reporting period; were convicted of a felony or second misdemeanor for violations of state or local law; were identified and reported using due diligence.

Qualifying Criminal Charges and Convictions: To be eligible for reporting, inmates must have been convicted of a felony or second misdemeanor for violations of state or local law, and housed in the applicant's state or local correctional facility for 4 or more consecutive days during the reporting period. Once a person meets these criteria, all pre-trial and post-conviction time served from July 1, 2006 through June 30, 2007 may be included in the FY 2008 application.

Qualifying Salary Data: Salary information reported in the SCAAP application must reflect the total salaries and wages paid to full-and part-time correctional officers and others who meet the SCAAP definition (see the FY 2008 SCAAP Guidelines). The reported sum should total the jurisdiction's actual salary expenditures for the applicable reporting period (July 1, 2006 to June 30, 2007). The reported salary should not be a projection, estimate, or average. Correctional Officer salary costs may include premium pay for specialized services (e.g., bilingual officers), shift differential pay, and fixed-pay increases for time in service. Salary costs may also include overtime required by negotiated contract, statute, or regulation (e.g., union agreements, contractual obligations, minimum staffing requirements, etc.).

Chief Executive Officer: SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction

employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. **The CEO is generally considered the highest ranking elected or appointed official of a unit of government. An application without the CEO information included will be significantly delayed.**

Legislation: SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. § 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

Funding: SCAAP payments will be calculated using a formula that provides a relative share of funding to jurisdictions that apply and is based on the number of eligible criminal aliens, as determined by DHS.

Payments: SCAAP payments are calculated simultaneously, with applicants receiving a prorated payment based on the appropriation; costs submitted, and inmates as determined by DHS. All SCAAP payments are made electronically to the applicant's bank account of record identified during the application process. All SCAAP payments must go to the jurisdiction's general fund. Please use the jurisdiction's EIN (tax identification) and vendor number when applying for SCAAP funds.

How/When to Apply: FY 2008 applications are being accepted in the OJP Grants Management System (GMS) from March 28, 2008 through May 2, 2008.

BJA would like to remind FY 2008 SCAAP applicants of updates in the Guidelines, including that SCAAP funds may be used for "correctional purposes only," with information regarding the proposed use collected during the award acceptance process and that SCAAP information from jurisdiction inmate data may be shared with other federal government agencies.

2008 SCAAP Data:
FY 2008 SCAAP Guidelines (PDF)
FY 2008 ICE Country Codes (PDF)
FY 2008 Inmate Data File Format (PDF)

Direct Phone Support:
Technical assistance is available Monday through Friday from 9:00 a.m. to 5:00 p.m. eastern time, via the SCAAP Helpdesk at 1-202-353-4411.

For assistance with the GMS login, call 1-888-549-9901 Option 3.

E-Mail Inquiries:
Program and Policy Issues: SCAAP Inquiries: scaap@usdoj.gov
GMS Login Issues: GMS Helpdesk: gmshelp@ojp.usdoj.gov
Banking Issues: OC Customer Service Center: AskOC@ojp.usdoj.gov

Related Information:
FY 2007 SCAAP Funds
SCAAP Archive Information

DATE: October 22, 2008
DEPARTMENT HEAD: Guadalupe "Lupe" Trevino
DEPARTMENT NAME: SCAAP
ACCOUNT NUMBER: 8-1284-423-00-280-042-8-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
8-1284-423-00-280-042-8-741	Vehicles	474,146.00

	TOTAL APPROPRIATIONS	474,146.00
8-1284-331-10-280-042-8-000	U. S. Department of Justice--Bureau of Justice Assistance	474,146.00
	TOTAL REVENUES	474,146.00

REASON: To appropriate budget for the FY 2008 SCAAP Grant awarded by the U.S. Department of Justice. (Grant No. 2008-AP-BX-1216.)

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-11827 **15.A.**

Acceptance of Bernal Subdivision by Donation
CC REGULAR

Date: 10/28/2008
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, action and/or approval to accept the donation of Bernal Drive in Bernal Subdivision located on Mile 12 North and FM 491.

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:

No budgetary impact -

Attachments

Link: Donation Deeds
Link: Right of Entry

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/21/2008 01:59 PM	APRV
2	Dale Kennan	Dale Kennan	10/21/2008 03:30 PM	APRV
3	Auditor's Office	Linda Fong	10/24/2008 11:52 AM	APRV
4	Purchasing Department	Marty Salazar	10/24/2008 12:14 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 01:07 PM	APRV

Form Started By: Sandra Garcia Started On: 10/21/2008 11:19 AM

Final Approval Date: 10/24/2008

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

Bernal Subdivision
Donation Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

We, Lanoris Patterson and wife Aimee Patterson, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

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 County to take and use all other minerals and materials thereon, therein and thereunder.

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 County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo 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 16th day of October, 2008.

Lanoris Patterson

Aimee Patterson

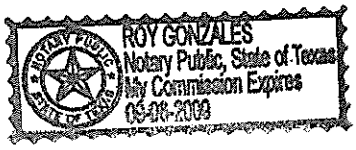
ACKNOWLEDGMENT

THE STATE OF TEXAS

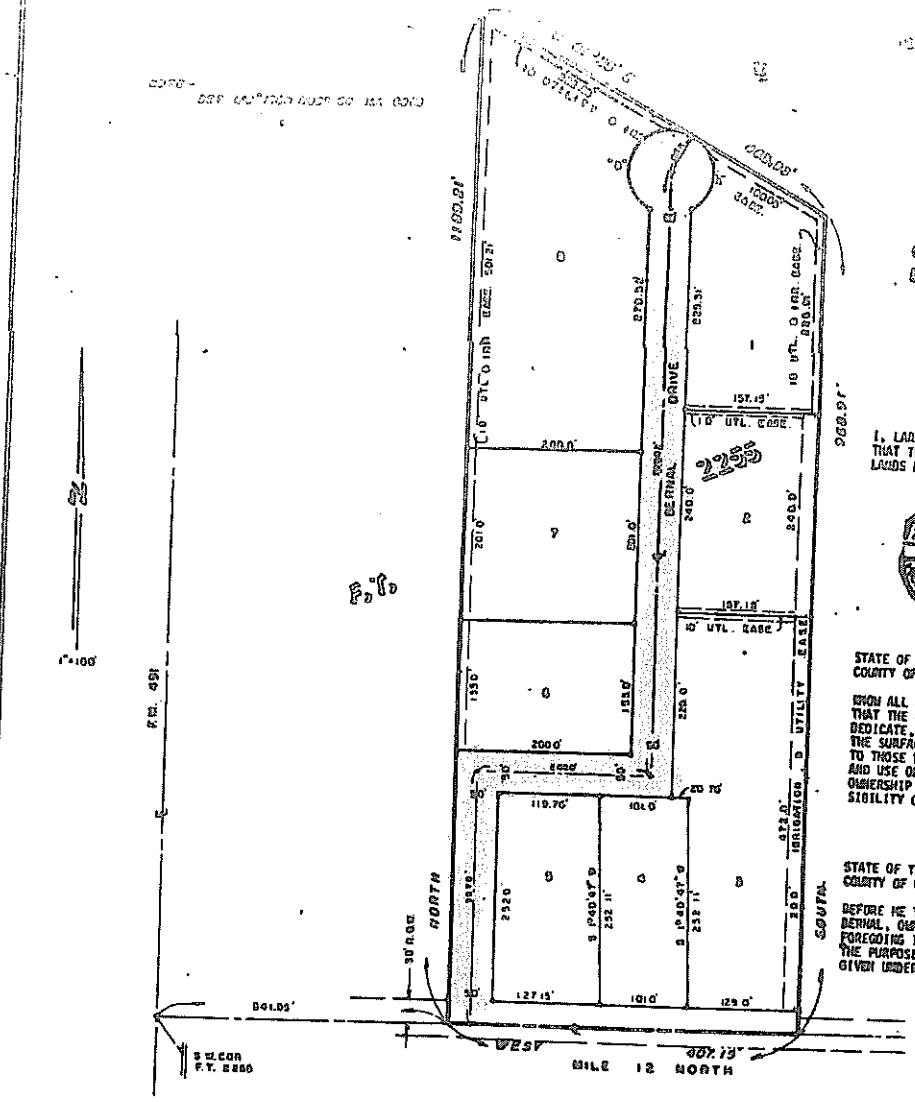
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Lanoris Patterson and wife Aimee Patterson, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of October, 2008.



Notary Public, State of Texas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Chapter 11, Sec. 11.008 Texas Property Code

Bernal Subdivision
Donation Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

We, Alberto Castaneda and wife Isabel Castaneda, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

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 County to take and use all other minerals and materials thereon, therein and thereunder.

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 County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo 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 16th day of October, 2008.

Alberto Castaneda

Isabel Castaneda

Alberto Castaneda

Isabel Castaneda

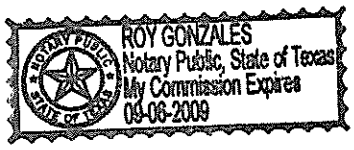
ACKNOWLEDGMENT

THE STATE OF TEXAS

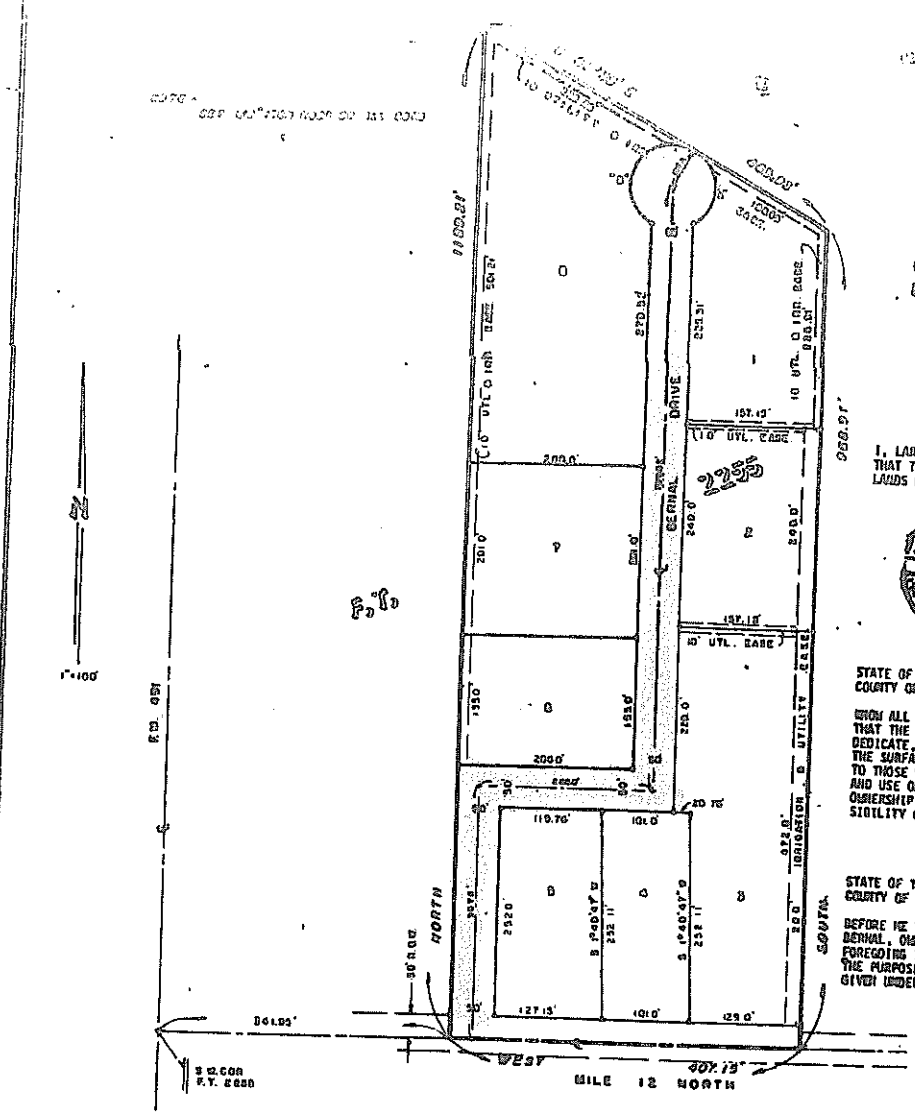
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alberto Castaneda and wife Isabel Castaneda, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of October, 2008.



Roy Gonzales
Notary Public, State of Texas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Chapter 11, Sec. 11.008 Texas Property Code

Bernal Subdivision
Donation Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

We, Aaron Lozano and wife Simona Lozano, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

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 County to take and use all other minerals and materials thereon, therein and thereunder.

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 County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo 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 16th day of October, 2008.

Aaron Lozano

Simona Lozano

ACKNOWLEDGMENT

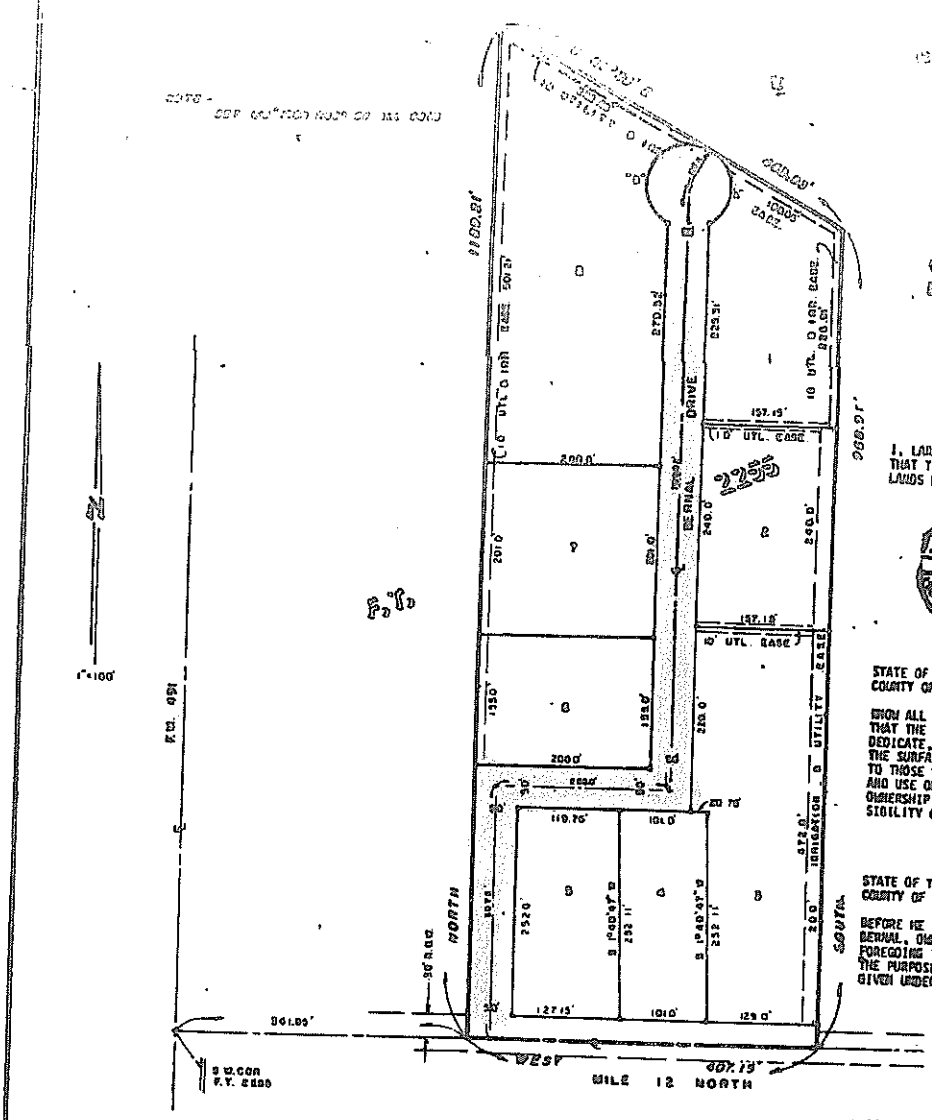
THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Aaron Lozano and wife Simona Lozano, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of October, 2008.

Notary Public, State of Texas



CHECKED FOR DRAINAGE
BY:

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-040474
REVISED 11-27-85

STATE OF TEXAS
COUNTY OF HIDALGO

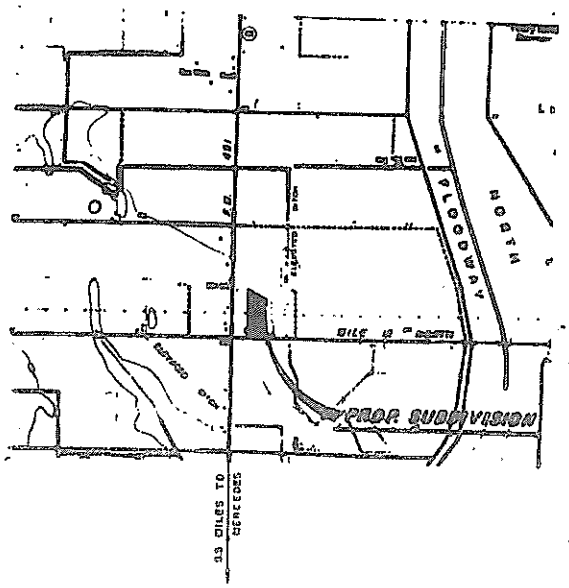
KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF BERNAL DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE BERNAL SUBDIVISION RESIDENTS.

MANUEL BERNAL, [illegible]

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER 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 CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF May, A.D. 1985.

IRENE J. CLARK
Notary Public
State of Texas
My Commission Expires 2-19-86
NOTARY PUBLIC FOR THE STATE OF TEXAS



VICINITY MAP

NOTES:
1. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND OR ELEVATION 63.0, WHICHEVER IS HIGHER.
2. ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM WILL FOUND AT ELEVATION 62.0 IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP.
3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.

188185

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Vera Walker
Date Dec. 3, 1985

FILED
3:4 o'clock P M
JAN 21 1986

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21 day of January 86
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By [illegible]

Recorded in Book 24 Page 159-A
of the map records of Hidalgo
County, Texas
Malden and Hunt, Inc.
County Surveyors

MALDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS
512-383-7000

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

Bernal Subdivision
Donation Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

We, Santiago Bernal Jr. and wife Priscilla Bernal, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

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 County to take and use all other minerals and materials thereon, therein and thereunder.

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 County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo 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 16th day of October, 2008.

Santiago Bernal Jr.

Priscilla Bernal

ACKNOWLEDGMENT

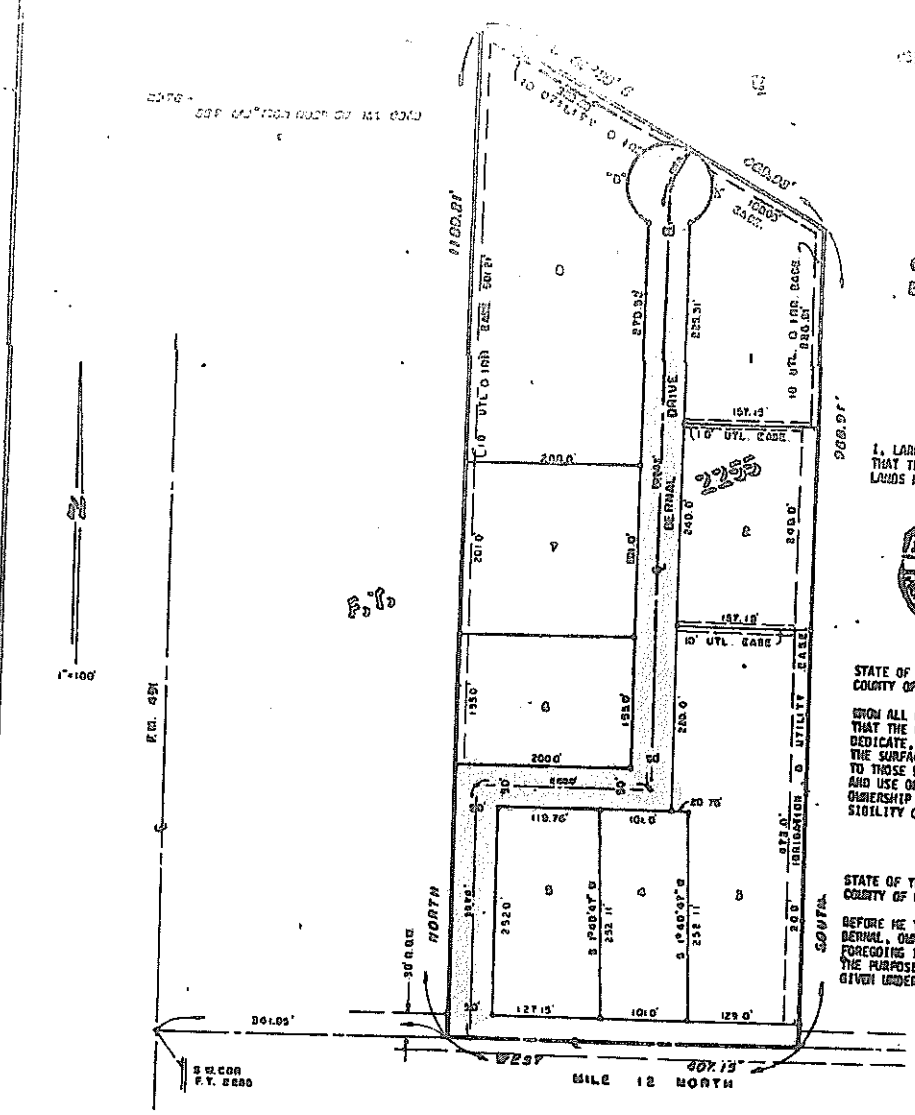
THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Santiago Bernal Jr. and wife Priscilla Bernal, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of October, 2008.

Notary Public, State of Texas



CHECKED FOR DRAINAGE
BY:

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-840474
REVISED 11-27-85

STATE OF TEXAS
COUNTY OF HIDALGO

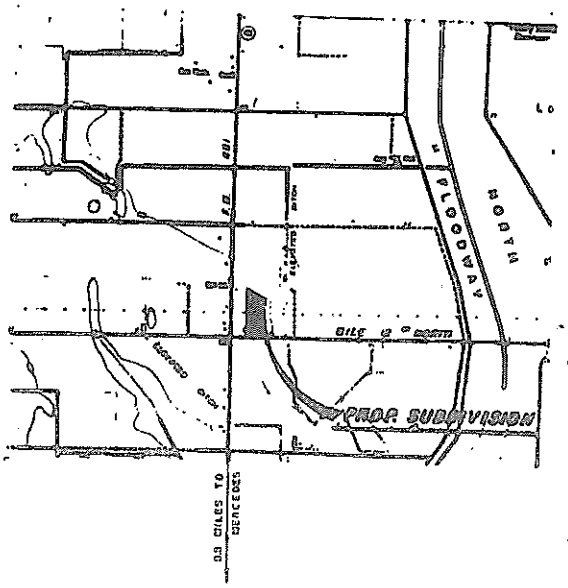
KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF BERNAL DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE BERNAL SUBDIVISION RESIDENTS.

Manuel Bernal
MANUEL BERNAL, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER 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 CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 31st DAY OF May, A.D. 1985

Irene J. Clark
NOTARY PUBLIC FOR THE STATE OF TEXAS
My Commission Expires 6-5-89



VICINITY MAP

NOTES:

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3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.

184185

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Dora Walker
Date Dec. 3, 1985

FILED
3:4 P.M.
JAN 21 1986

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21 day of January 1986
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By

Recorded in Book 24 Page 159-A
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

MELDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS

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Chapter 11, Sec. 11.008 Texas Property Code

Bernal Subdivision
Donation Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

We, Reyes Vargas and wife Guadalupe Vargas, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

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 County to take and use all other minerals and materials thereon, therein and thereunder.

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 County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo 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 16th day of October, 2008.

Reyes Vargas
Reyes Vargas

Guadalupe Vargas
Guadalupe Vargas

ACKNOWLEDGMENT

THE STATE OF TEXAS

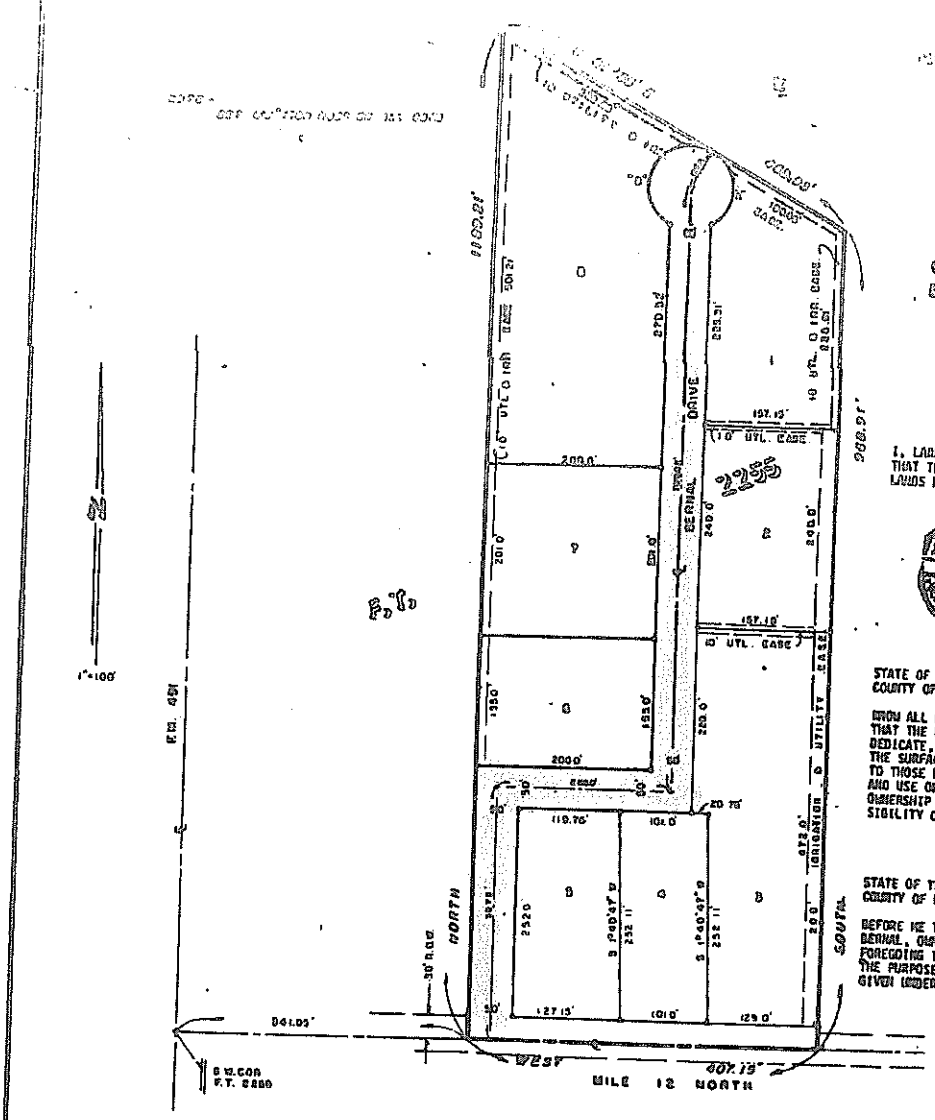
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Reyes Vargas and wife Guadalupe Vargas, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of October, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-08-2009

Notary Public, State of Texas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1"=100'
P.O.B.
N 89°59'28" E
268.91'
DRIVE
BERNAL
240.0'
200.0'
200.0'
200

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

Bernal Subdivision
Donation Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

I, Leticia Bernal, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

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 County to take and use all other minerals and materials thereon, therein and thereunder.

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 County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo 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 16th day of October, 2008.

Leticia Bernal

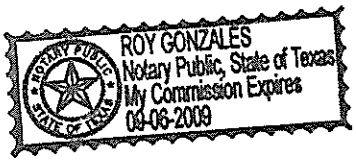
ACKNOWLEDGMENT

THE STATE OF TEXAS

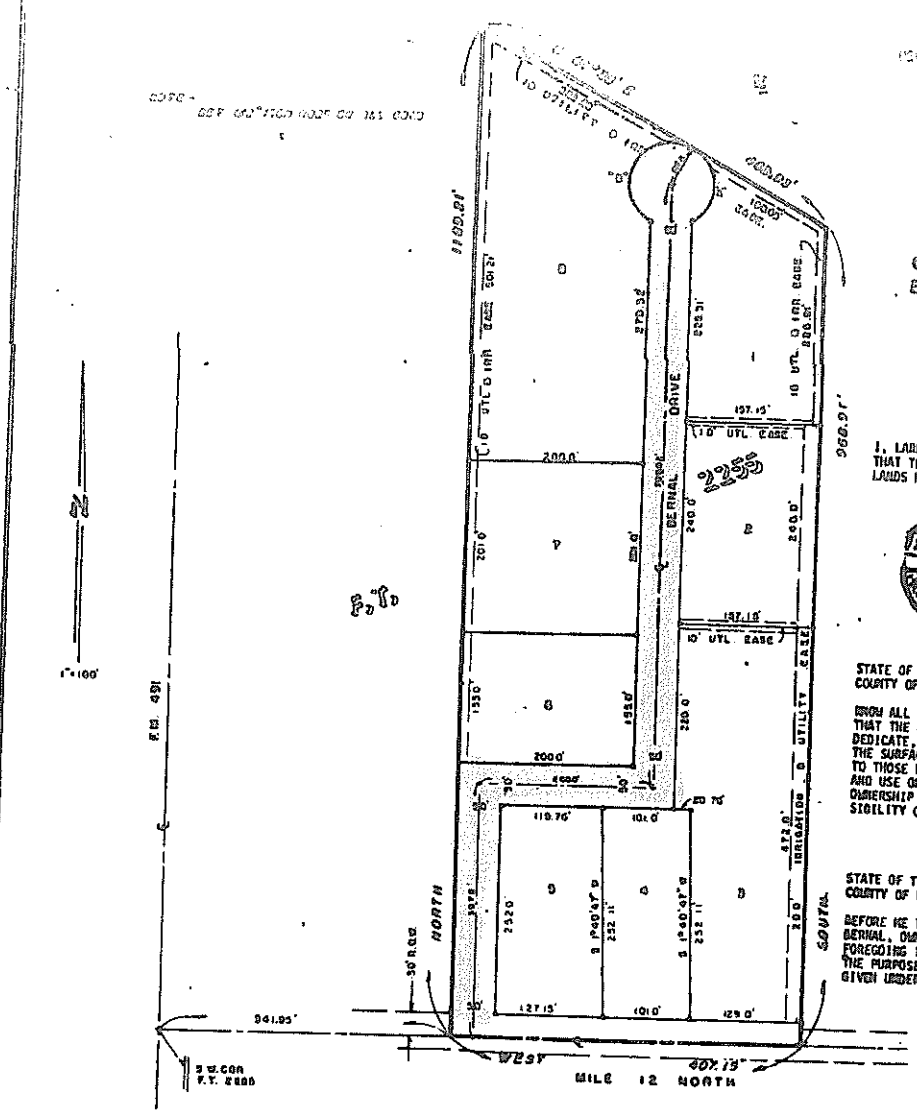
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Leticia Bernal, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of October, 2008.



Notary Public, State of Texas



CHECKED FOR DRAINAGE
BY:

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-840474
REVISED 11-27-85

STATE OF TEXAS
COUNTY OF HIDALGO

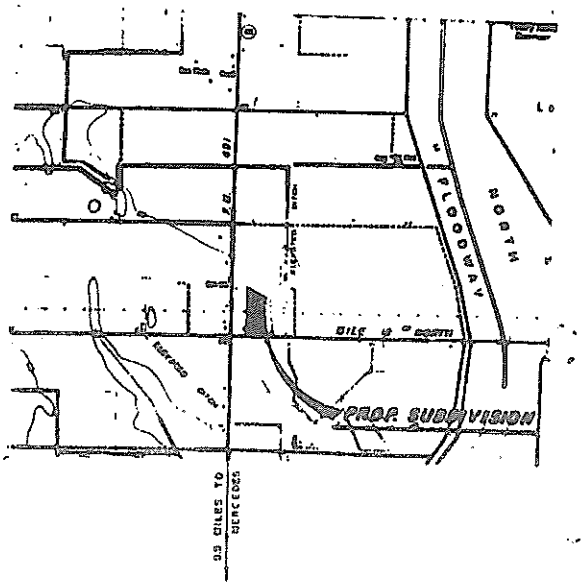
KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF BERNAL DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE BERNAL SUBDIVISION RESIDENTS.

MANUEL BERNAL, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER 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 CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF May, A.D. 1985.

Irene L. Clark
Notary Public
State of Texas
My Commission Expires 6-5-89
NOTARY PUBLIC FOR THE STATE OF TEXAS



VICINITY MAP

NOTES:

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3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.

184185

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Dora Gachen
Date Dec. 3, 1985

FILED
3:4 P.M.
JAN 21 1986

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21 day of January 1986
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By

Recorded in Book 24 Page 159A
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

MELDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS
512-381-6781

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Chapter 11, Sec. 11.008 Texas Property Code

Bernal Subdivision
Donation Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

We, Heriberto Huerta and wife Linda Huerta, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

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 County to take and use all other minerals and materials thereon, therein and thereunder.

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 County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo 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 16th day of October, 2008.

Heriberto Huerta

Linda Huerta

Linda Huerta

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Heriberto Huerta., 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2008.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

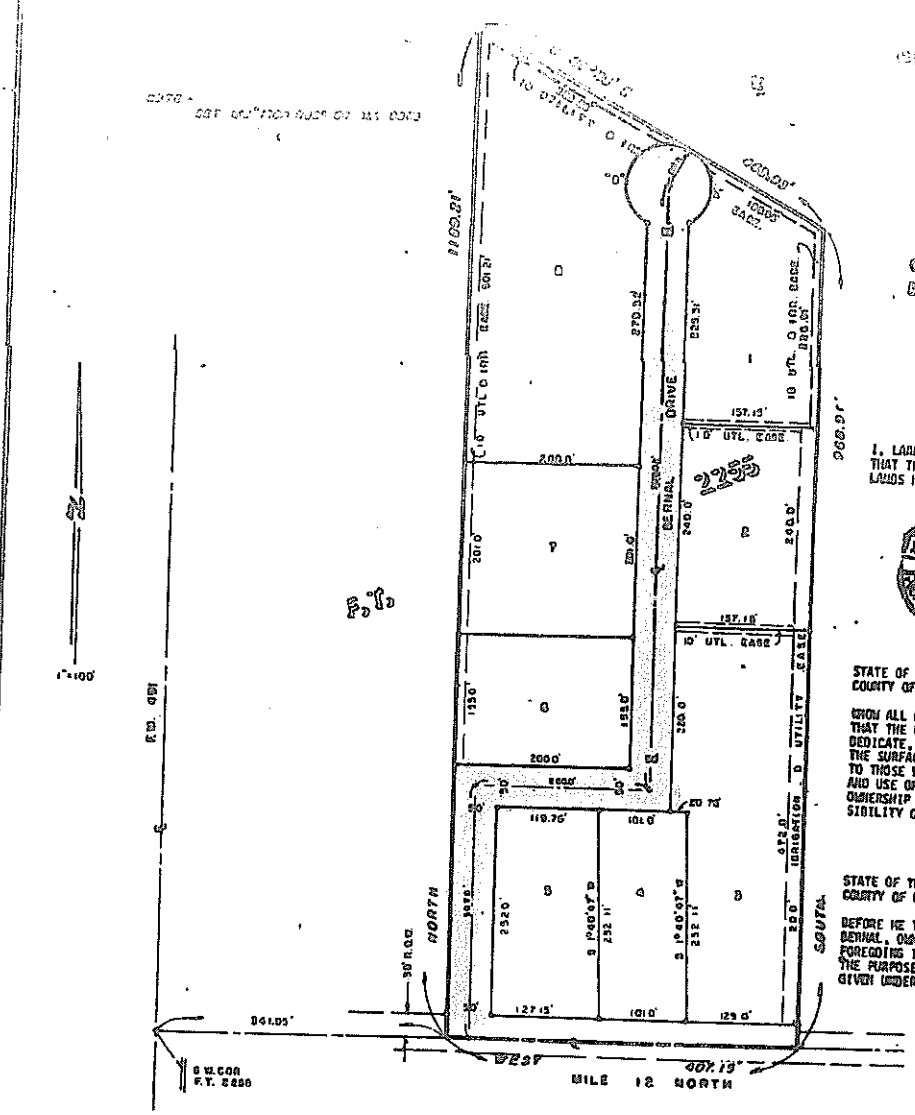
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Linda Huerta, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of October, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
04-03-2009

_____
Notary Public, State of Texas


DRIVE
BERNAL
DRIVE
10' UTIL. EASE
10' UTIL. EASE
10' UTIL. EASE
10' UTILITY EASE
IRRIGATION
NORTH
SOUTH
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200.0'
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

Bernal Subdivision
Donation Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

We, Miguel Bernal and wife Lee Ann Bernal, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

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IN WITNESS WHEREOF, this instrument is executed on this the 16th day of October, 2008.

Miguel Bernal

Lee Ann Bernal

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Miguel Bernal., 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2008.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

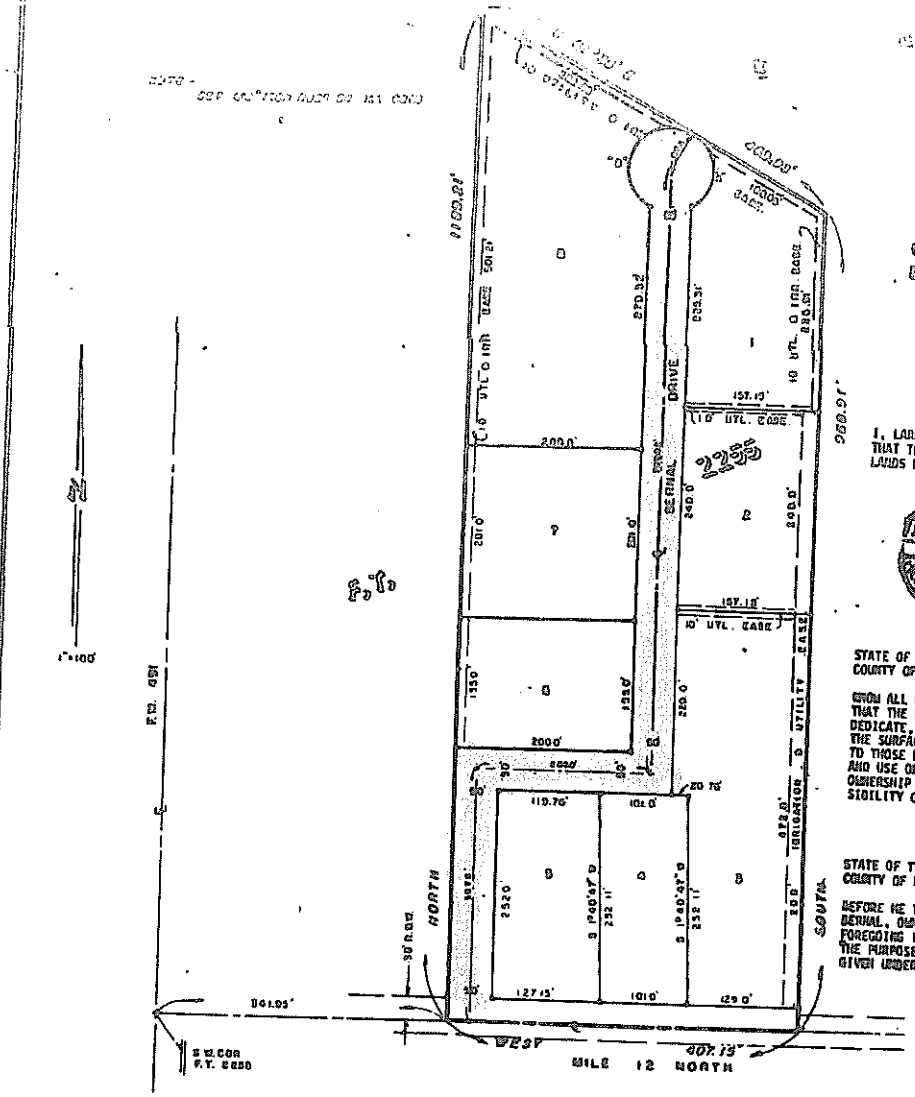
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Lee Ann Bernal, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of October, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
03-06-2009

_____
Notary Public, State of Texas



CHECKED FOR DRAINAGE
BY:

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-840474
REVISED 11-21-85

STATE OF TEXAS
COUNTY OF HIDALGO

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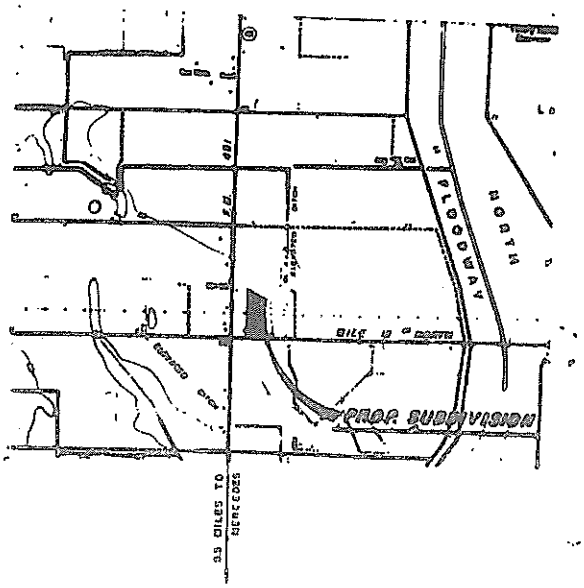
Manuel Bernal
MANUEL BERNAL, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER 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 CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF May, A.D. 1985.

Irene J. Clark
NOTARY PUBLIC FOR THE STATE OF TEXAS
My Commission Expires 6-1-88



VICINITY MAP

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3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.

118165

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Dora Walker
Date Dec. 3, 1985

FILED
34 min P.M.
JAN 21 1986
CLERK, COUNTY COURT
HIDALGO COUNTY, TEXAS
By

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21 day of Jan 1986
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By

Recorded in Book 24 Page 159-A
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

MELDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS

STATE OF TEXAS

COUNTY OF HIDALGO

PARCEL NO: 1

PROJECT: Bernal Subdivision
Road Construction

RIGHT OF ENTRY AND POSSESSION

WHEREAS, LA Norris ~~Norris~~ Patterson and wife Aimee Patterson, of Hidalgo County, Texas, are the owners, hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the County of Hidalgo, State of Texas, acting by and through the Hidalgo County Commissioners Court, hereinafter referred to as the County, is going to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulfur which can be removed from beneath the said Parcel without any right whatsoever remaining to said Parcel for the purpose of exploring, developing, drilling or mining, of the same), for the purpose of constructing a Public Road and appurtenances thereto; and,

WHEREAS, the County must have possession of said Parcel, encumbered with the improvements thereon, if any, by purchase; and

WHEREAS, the County must have possession of said Parcel for the purpose of beginning construction of said Road;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of Ten Dollar ($10.00) and other good and valuable consideration to them in hand paid by the County of Hidalgo, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Give, and Convey and by these presents do Grant, Give, and Convey unto the County of Hidalgo the right of entry upon, the right to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A", for the purpose of constructing a Road and appurtenances thereto. The grant of right of entry and possession is conditioned strictly upon the following:

1. This right of entry and possession shall extend to the County, its contractors, assigns and/or owners of any utility involved in the road project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: N/A

2. Grantor(s) herein warrant that no person or corporation owns an interest in the fee title of the premises described in the said Exhibit "A", other than Grantor(s) herein.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A", for the purposes and subject to the limitations hereinabove set forth.

Executed this 8th day of October, 2008.

~~Norris~~ Lanoris Patterson

Aimee Patterson

Norris Patterson and wife Aimee Patterson acknowledged this instrument before me this 8th day of October, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

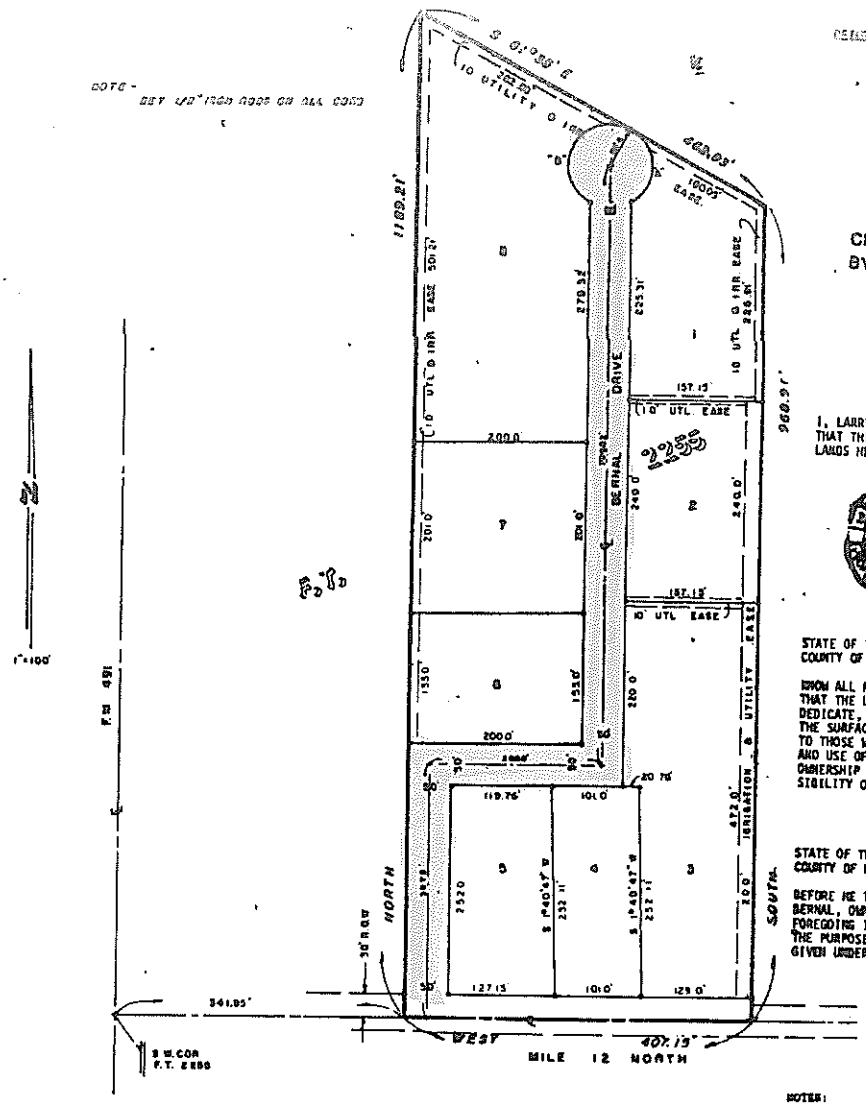
ACCEPTED AND AGREED TO by the County of Hidalgo this the 8th day of October 2008.

County of Hidalgo Right-of-Way Department

BY:

MAP OF
BERNAL SUBDIVISION
HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF THE WEST 10 ACRES OF THE EAST 20.76 ACRES OF F.T. 2885, H. CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS



CHECKED FOR DRAINAGE
BY: [signature]

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

[signature]
LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-840474
REVISED 11-27-85

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF BERNAL DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE BERNAL SUBDIVISION RESIDENTS.

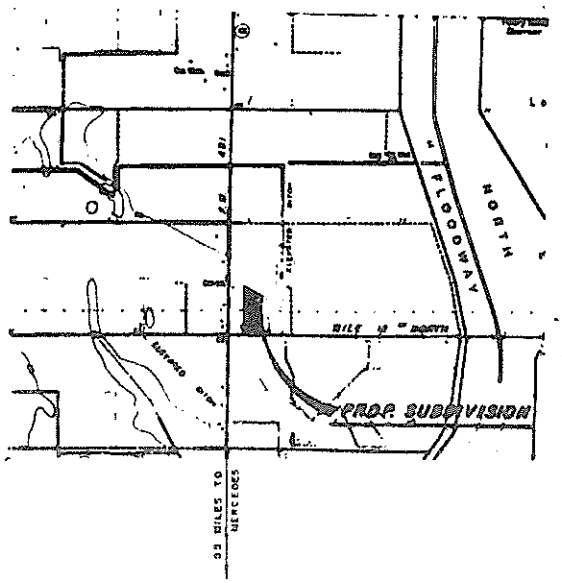
Manuel Bernal
MANUEL BERNAL, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER 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 CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 31st DAY OF May, A.D. 1985.

IRENE J. CLARK
Notary Public
State of Texas
My Commission Expires 6-15-89

Irene J. Clark
NOTARY PUBLIC FOR THE STATE OF TEXAS



VICINITY MAP

NOTES:
1. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND OR ELEVATION 63.0, WHICHEVER IS HIGHER.
2. ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM WILL POND AT ELEVATION 62.0 IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP.
3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.

114185

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
by Dora Walker
Date Dec 3, 1985

FILED
3:4 o'clock P.M.
JAN 21 1986
CELIA STEWART
County Clerk
Hidalgo County, Texas

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21 day of January 86
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By [signature] Deputy

Recorded in Book 24 Page 159-A
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

MELDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS
512-381-0981

STATE OF TEXAS

COUNTY OF HIDALGO

PARCEL NO: 2

PROJECT: Bernal Subdivision
Road Construction

RIGHT OF ENTRY AND POSSESSION

WHEREAS, Miguel Bernal and wife Lee Ann Bernal, of Hidalgo County, Texas, are the owners, hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the County of Hidalgo, State of Texas, acting by and through the Hidalgo County Commissioners Court, hereinafter referred to as the County, is going to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulfur which can be removed from beneath the said Parcel without any right whatsoever remaining to said Parcel for the purpose of exploring, developing, drilling or mining, of the same), for the purpose of constructing a Public Road and appurtenances thereto; and,

WHEREAS, the County must have possession of said Parcel, encumbered with the improvements thereon, if any, by purchase; and

WHEREAS, the County must have possession of said Parcel for the purpose of beginning construction of said Road;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of Ten Dollar ($10.00) and other good and valuable consideration to them in hand paid by the County of Hidalgo, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Give, and Convey and by these presents do Grant, Give, and Convey unto the County of Hidalgo the right of entry upon, the right to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A", for the purpose of constructing a Road and appurtenances thereto. The grant of right of entry and possession is conditioned strictly upon the following:

1. This right of entry and possession shall extend to the County, its contractors, assigns and/or owners of any utility involved in the road project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: N/A

2. Grantor(s) herein warrant that no person or corporation owns an interest in the fee title of the premises described in the said Exhibit "A", other than Grantor(s) herein.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A", for the purposes and subject to the limitations hereinabove set forth.

Executed this 8th day of October, 2008.

Miguel Bernal

Lee Ann Bernal

Miguel Bernal and wife Lee Ann Bernal acknowledged this instrument before me this 8th day of October, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

ACCEPTED AND AGREED TO by the County of Hidalgo this the 8th day of October, 2008.

County of Hidalgo Right-of-Way Department

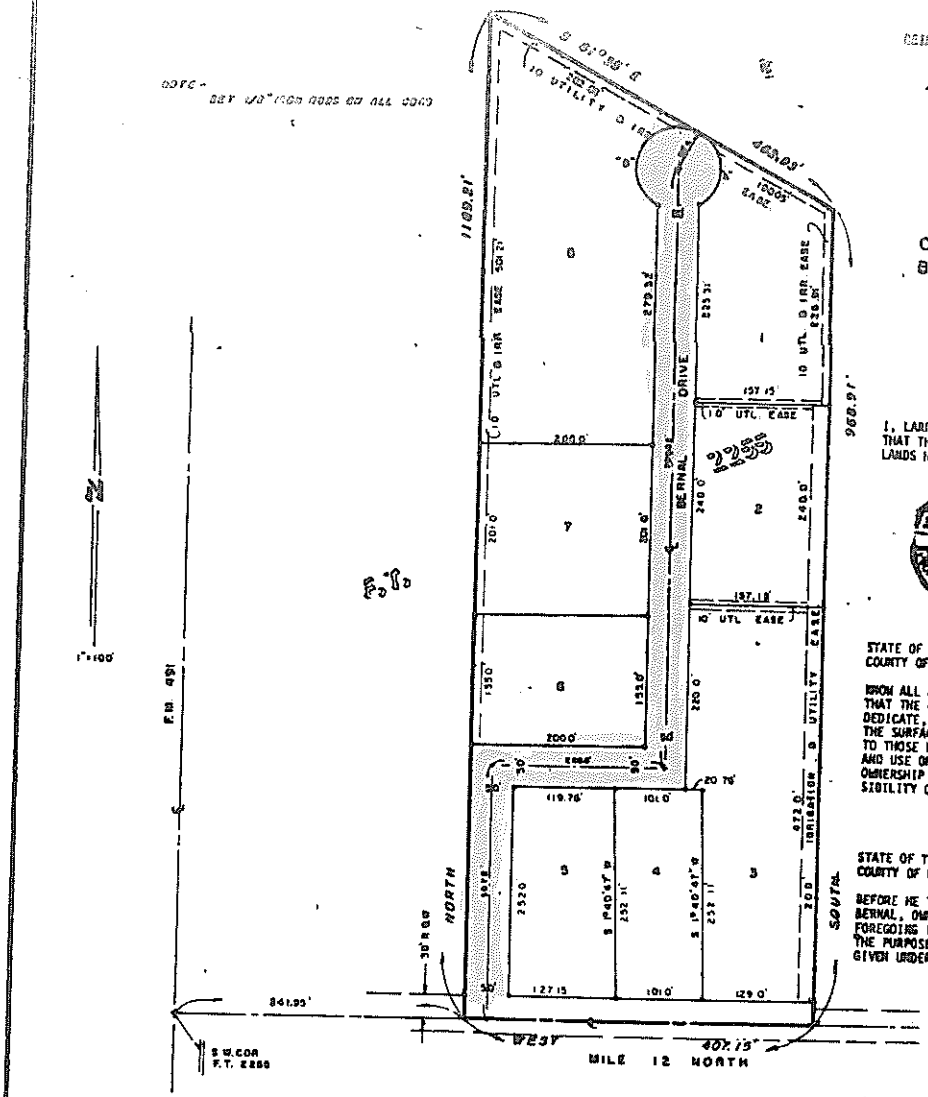
BY:

MAP OF

BERNAL SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF THE WEST 10 ACRES OF THE EAST 20.776 ACRES OF P.T. 2255, D. CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS



DATE - SEE WAIVER FROM ALL OWNERS

CHECKED FOR DRAINAGE
BY:

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-840474
REVISED 11-27-85

STATE OF TEXAS
COUNTY OF HIDALGO

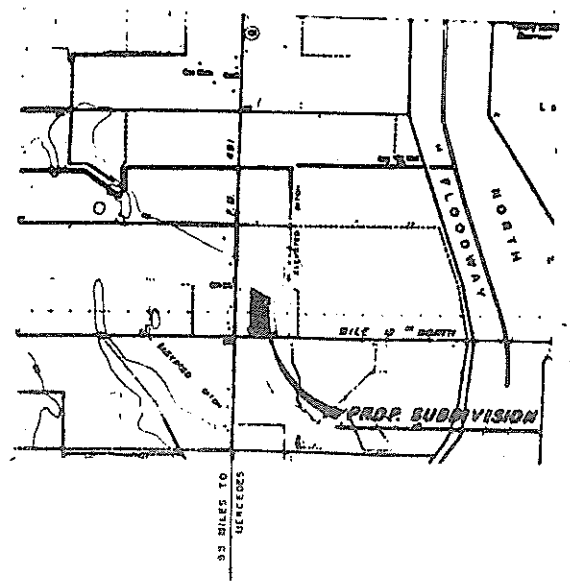
KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF BERNAL DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE BERNAL SUBDIVISION RESIDENTS.

MANUEL BERNAL, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER 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 CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 31st DAY OF May, A.D. 1985.

IRENE J. CLARK
Notary Public
State of Texas
My Commission Expires 2-15-89
Irene J. Clark
NOTARY PUBLIC FOR THE STATE OF TEXAS



VICINITY MAP

NOTES:

1. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND OR ELEVATION 63.0, WHICHEVER IS HIGHER.
2. ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM WILL POND AT ELEVATION 62.0 IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP.
3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.

134185

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Dora Walker
Date Dec. 3 1985

FILED
34 Pages
JAN 21 1986
CLERK STEWART
Deputy

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 31 day of December 1985
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By Dolores Ayala

Recorded in Book 24 Page 159-A
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

MELDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS
512-381-0981

STATE OF TEXAS

COUNTY OF HIDALGO

PARCEL NO: 3

PROJECT: Bernal Subdivision
Road Construction

RIGHT OF ENTRY AND POSSESSION

WHEREAS, Manuel Bernal and wife Victoria Bernal, of Hidalgo County, Texas, are the owners, hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the County of Hidalgo, State of Texas, acting by and through the Hidalgo County Commissioners Court, hereinafter referred to as the County, is going to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulfur which can be removed from beneath the said Parcel without any right whatsoever remaining to said Parcel for the purpose of exploring, developing, drilling or mining, of the same), for the purpose of constructing a Public Road and appurtenances thereto; and,

WHEREAS, the County must have possession of said Parcel, encumbered with the improvements thereon, if any, by purchase; and

WHEREAS, the County must have possession of said Parcel for the purpose of beginning construction of said Road;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of Ten Dollar ($10.00) and other good and valuable consideration to them in hand paid by the County of Hidalgo, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Give, and Convey and by these presents do Grant, Give, and Convey unto the County of Hidalgo the right of entry upon, the right to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A", for the purpose of constructing a Road and appurtenances thereto. The grant of right of entry and possession is conditioned strictly upon the following:

1. This right of entry and possession shall extend to the County, its contractors, assigns and/or owners of any utility involved in the road project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: N/A

2. Grantor(s) herein warrant that no person or corporation owns an interest in the fee title of the premises described in the said Exhibit "A", other than Grantor(s) herein.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A", for the purposes and subject to the limitations hereinabove set forth.

Executed this 8th day of October, 2008.

Manuel Bernal

Victoria Bernal

Victoria Bernal

Manuel Bernal and wife Victoria Bernal acknowledged this instrument before me this 8th day of October, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
04-06-2009

Notary Public, State of Texas

ACCEPTED AND AGREED TO by the County of Hidalgo this the 8th day of October, 2008.

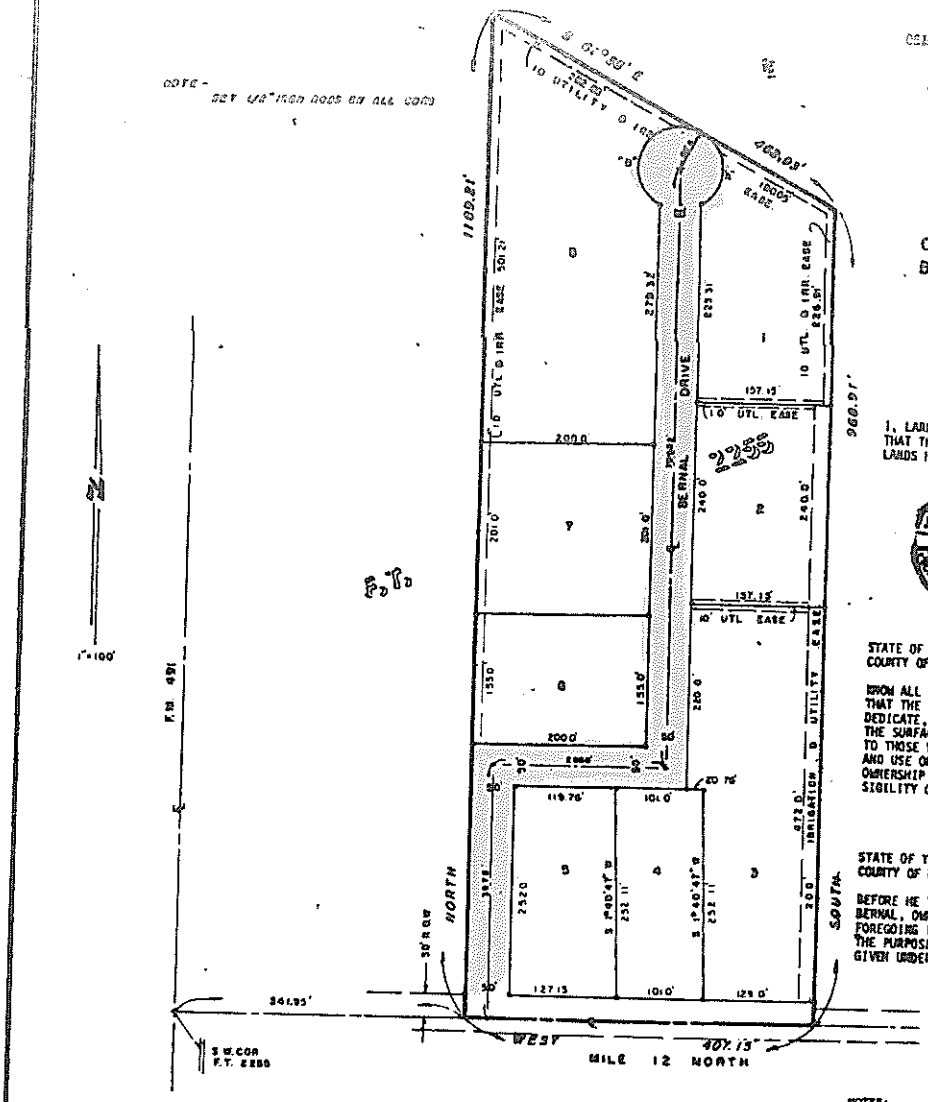
County of Hidalgo Right-of-Way Department

BY:

BERNAL SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A SUBDIVISION OF THE WEST 10 ACRES OF THE EAST 20.70 ACRES OF F.T. 2285, H. CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS



CHECKED FOR DRAINAGE BY: [signature]

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-840474
REVISED 11-27-85

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF BERNAL DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE BERNAL SUBDIVISION RESIDENTS.

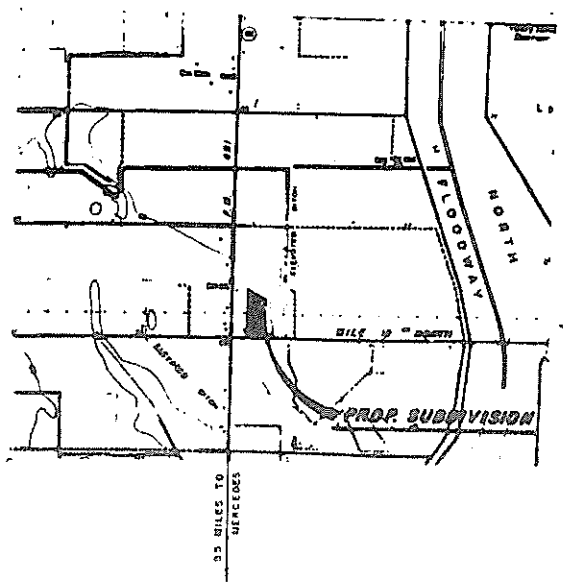
MANUEL BERNAL, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER 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 CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF May, A.D. 1985.

IRENE J. CLARK
Notary Public
State of Texas
My Commission Expires 6-2-89

NOTARY PUBLIC FOR THE STATE OF TEXAS



VICINITY MAP

NOTES:

1. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND OR ELEVATION 63.0, WHICHEVER IS HIGHER.
2. ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM WILL POND AT ELEVATION 62.0 IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP.
3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.

118185

APPROVED FOR RECORDING
Hidalgo Co. Right of Way Dept.
By: Dora Walker
Date: Dec. 3, 1985

FILED
34 Page 15A
JAN 21 1986
[signature]
Deputy

APPROVED FOR RECORDING BY COMMISSIONERS' COURT
This the 21 day of Jan 1986
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By [signature]

Recorded in Book 34 Page 15A of the map records of Hidalgo County, Texas
Melden and Hunt, Inc.
County Surveyors

MELDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS
512-381-6581

STATE OF TEXAS

COUNTY OF HIDALGO

PARCEL NO: 4

PROJECT: Bernal Subdivision
Road Construction

RIGHT OF ENTRY AND POSSESSION

WHEREAS, Alberto Castaneda and wife Isabel Castaneda, of Hidalgo County, Texas, are the owners, hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the County of Hidalgo, State of Texas, acting by and through the Hidalgo County Commissioners Court, hereinafter referred to as the County, is going to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulfur which can be removed from beneath the said Parcel without any right whatsoever remaining to said Parcel for the purpose of exploring, developing, drilling or mining, of the same), for the purpose of constructing a Public Road and appurtenances thereto; and,

WHEREAS, the County must have possession of said Parcel, encumbered with the improvements thereon, if any, by purchase; and

WHEREAS, the County must have possession of said Parcel for the purpose of beginning construction of said Road;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of Ten Dollar ($10.00) and other good and valuable consideration to them in hand paid by the County of Hidalgo, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Give, and Convey and by these presents do Grant, Give, and Convey unto the County of Hidalgo the right of entry upon, the right to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A", for the purpose of constructing a Road and appurtenances thereto. The grant of right of entry and possession is conditioned strictly upon the following:

1. This right of entry and possession shall extend to the County, its contractors, assigns and/or owners of any utility involved in the road project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: N/A

2. Grantor(s) herein warrant that no person or corporation owns an interest in the fee title of the premises described in the said Exhibit "A", other than Grantor(s) herein.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A", for the purposes and subject to the limitations hereinabove set forth.

Executed this 8th day of October, 2008.

Alberto Castaneda

Isabel Castaneda

Alberto Castaneda and wife Isabel Castaneda acknowledged this instrument before me this 8th day of October, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

ACCEPTED AND AGREED TO by the County of Hidalgo this the 8th day of October, 2008.

County of Hidalgo Right-of-Way Department

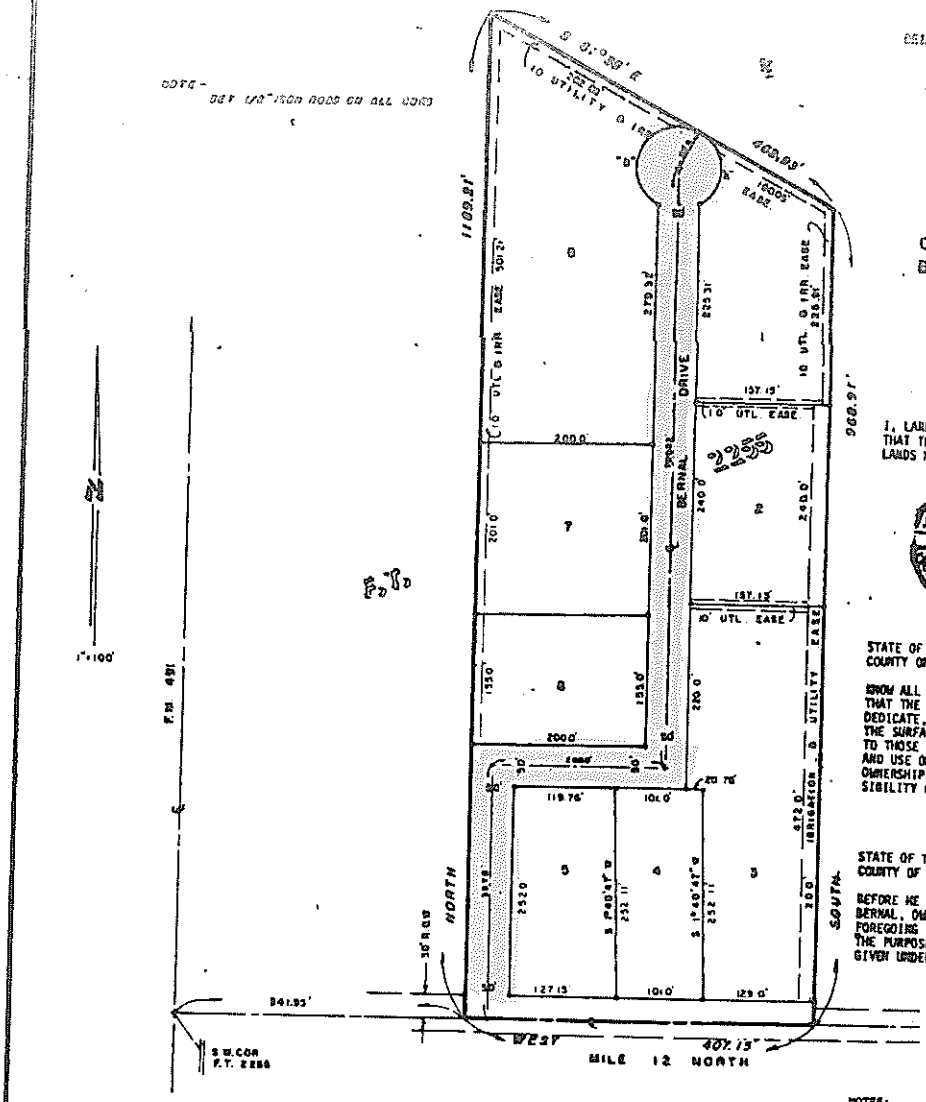
BY:

MAP OF

BERNAL SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A SUBDIVISION OF THE WEST 10 ACRES OF THE EAST 20.70 ACRES OF F.T. 2265, D. CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS



CHECKED FOR DRAINAGE
BY:

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-840474
REVISED 11-27-84

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES OWNERSHIP AND MAINTENANCE OF BERNAL DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE BERNAL SUBDIVISION RESIDENTS.

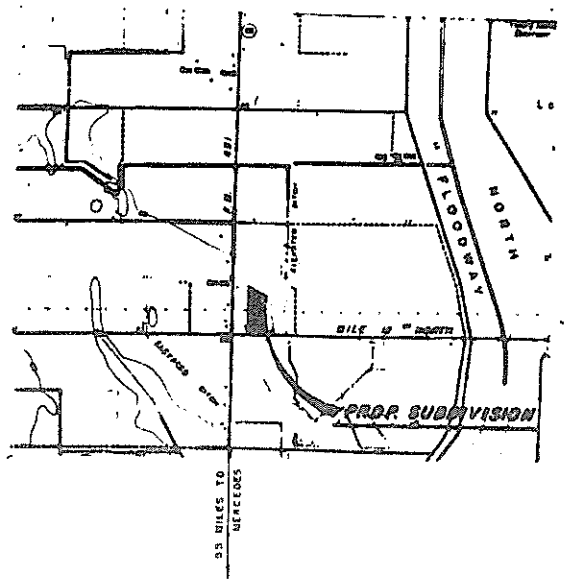
MANUEL BERNAL, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER 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 CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 31st DAY OF May, A.D. 1985.

IRENE J. CLARK
Notary Public
State of Texas
My Commission Expires 6-15-89

NOTARY PUBLIC FOR THE STATE OF TEXAS



VICINITY MAP

NOTES:

1. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND OR ELEVATION 63.0, WHICHEVER IS HIGHER.
2. ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM WILL POND AT ELEVATION 62.0 IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP.
3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.

#134185

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Irene J. Clark
Date Dec. 3, 1985

FILED
3:45 o'clock P.M.
JAN 21 1986
CLERK

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21 day of Jan 1986
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By

Recorded in Book 24 Page 159A
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

MELDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS
512-381-0981

STATE OF TEXAS

COUNTY OF HIDALGO

PARCEL NO: 5

PROJECT: Bernal Subdivision
Road Construction

RIGHT OF ENTRY AND POSSESSION

WHEREAS, Santiago Bernal Jr. and wife Priscilla Bernal, of Hidalgo County, Texas, are the owners, hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the County of Hidalgo, State of Texas, acting by and through the Hidalgo County Commissioners Court, hereinafter referred to as the County, is going to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulfur which can be removed from beneath the said Parcel without any right whatsoever remaining to said Parcel for the purpose of exploring, developing, drilling or mining, of the same), for the purpose of constructing a Public Road and appurtenances thereto; and,

WHEREAS, the County must have possession of said Parcel, encumbered with the improvements thereon, if any, by purchase; and

WHEREAS, the County must have possession of said Parcel for the purpose of beginning construction of said Road;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of Ten Dollar ($10.00) and other good and valuable consideration to them in hand paid by the County of Hidalgo, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Give, and Convey and by these presents do Grant, Give, and Convey unto the County of Hidalgo the right of entry upon, the right to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A", for the purpose of constructing a Road and appurtenances thereto. The grant of right of entry and possession is conditioned strictly upon the following:

1. This right of entry and possession shall extend to the County, its contractors, assigns and/or owners of any utility involved in the road project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: N/A

2. Grantor(s) herein warrant that no person or corporation owns an interest in the fee title of the premises described in the said Exhibit "A", other than Grantor(s) herein.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A", for the purposes and subject to the limitations hereinabove set forth.

Executed this 8th day of October, 2008.

Santiago Bernal Jr.

Priscilla Bernal

Santiago Bernal Jr. and wife Priscilla Bernal acknowledged this instrument before me this 8th day of October, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

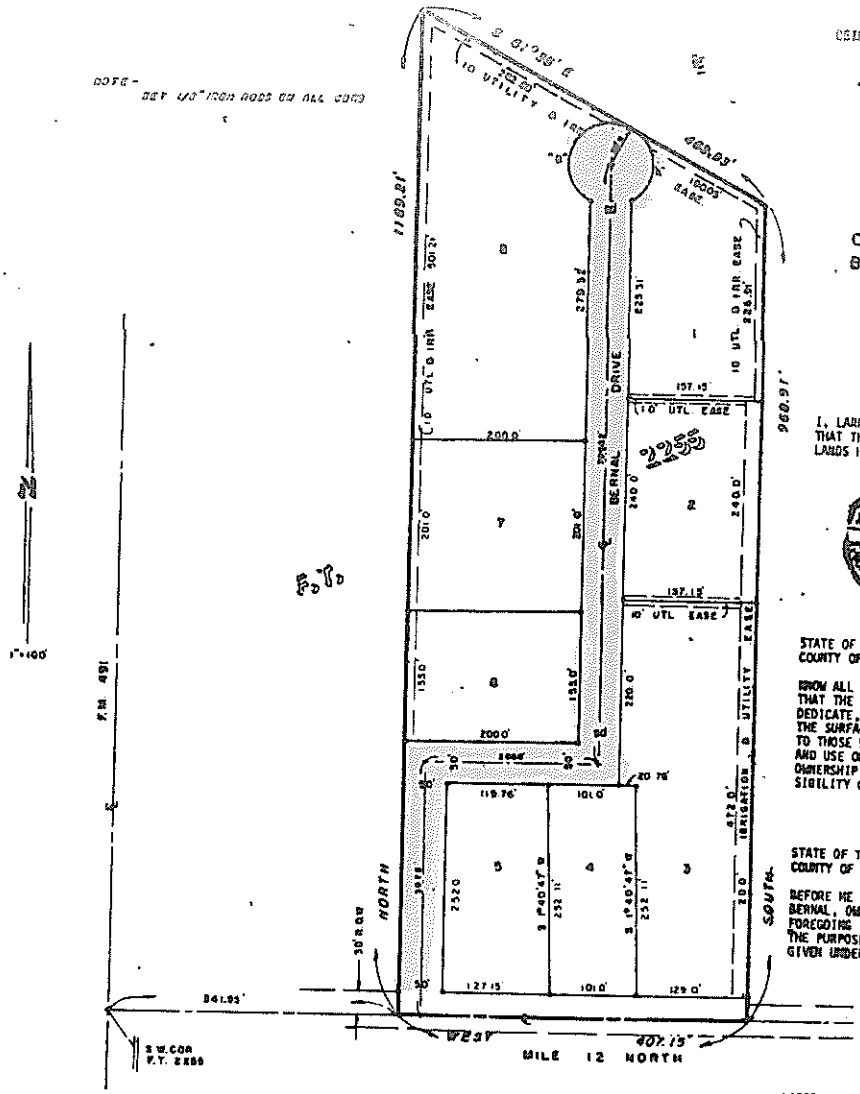
ACCEPTED AND AGREED TO by the County of Hidalgo this the 8th day of October 2008.

County of Hidalgo Right-of-Way Department

BY:

MAP OF
BERNAL SUBDIVISION
HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF THE WEST 10 ACRES OF THE EAST 20.76 ACRES OF F.T. 8255, H. CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS



CHECKED FOR DRAINAGE
BY: [signature]

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-840474
REVISED 11-27-85

STATE OF TEXAS
COUNTY OF HIDALGO

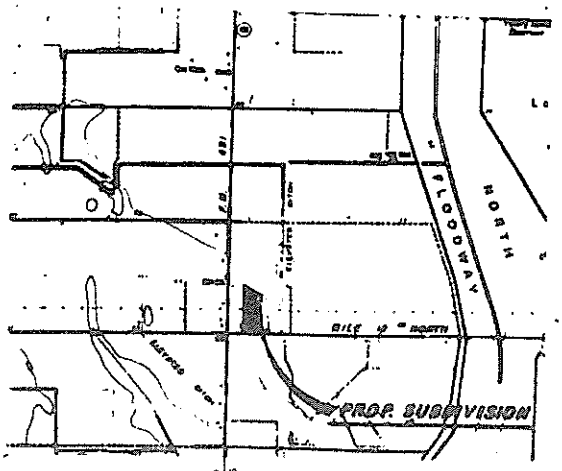
KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF BERNAL DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE BERNAL SUBDIVISION RESIDENTS.

MANUEL BERNAL, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER 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 CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 31st DAY OF May, A.D. 1985

IRENE J. CLARK
Notary Public
State of Texas
My Commission Expires 6-6-88
Irene J. Clark
NOTARY PUBLIC FOR THE STATE OF TEXAS



VICINITY MAP

NOTES:
1. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND OR ELEVATION 63.0, WHICHEVER IS HIGHER.
2. ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM WILL POND AT ELEVATION 62.0 IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP.
3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.

128185

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By: Nora Walker
Date: Dec. 3 1985

FILED
Date: 3:45 P.M.
JAN 21 1986
County Clerk, Hidalgo County, Texas
Deputy

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21 day of January 86
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By [signature]

Recorded in Book 24 Page 159A
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

MELDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS
512-381-0981

STATE OF TEXAS

COUNTY OF HIDALGO

PARCEL NO: 6

PROJECT: Bernal Subdivision
Road Construction

RIGHT OF ENTRY AND POSSESSION

WHEREAS, Reyes Vargas and wife Guadalupe Vargas, of Hidalgo County, Texas, are the owners, hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the County of Hidalgo, State of Texas, acting by and through the Hidalgo County Commissioners Court, hereinafter referred to as the County, is going to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulfur which can be removed from beneath the said Parcel without any right whatsoever remaining to said Parcel for the purpose of exploring, developing, drilling or mining, of the same), for the purpose of constructing a Public Road and appurtenances thereto; and,

WHEREAS, the County must have possession of said Parcel, encumbered with the improvements thereon, if any, by purchase; and

WHEREAS, the County must have possession of said Parcel for the purpose of beginning construction of said Road;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of Ten Dollar ($10.00) and other good and valuable consideration to them in hand paid by the County of Hidalgo, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Give, and Convey and by these presents do Grant, Give, and Convey unto the County of Hidalgo the right of entry upon, the right to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A", for the purpose of constructing a Road and appurtenances thereto. The grant of right of entry and possession is conditioned strictly upon the following:

1. This right of entry and possession shall extend to the County, its contractors, assigns and/or owners of any utility involved in the road project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: N/A

2. Grantor(s) herein warrant that no person or corporation owns an interest in the fee title of the premises described in the said Exhibit "A", other than Grantor(s) herein.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A", for the purposes and subject to the limitations hereinabove set forth.

Executed this 8th day of October, 2008.

Reyes Vargas

Guadalupe B. Vargas
Guadalupe Vargas

Reyes Vargas and wife Guadalupe Vargas acknowledged this instrument before me this 8th day of October, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-06-2009

Roy Gonzales
Notary Public, State of Texas

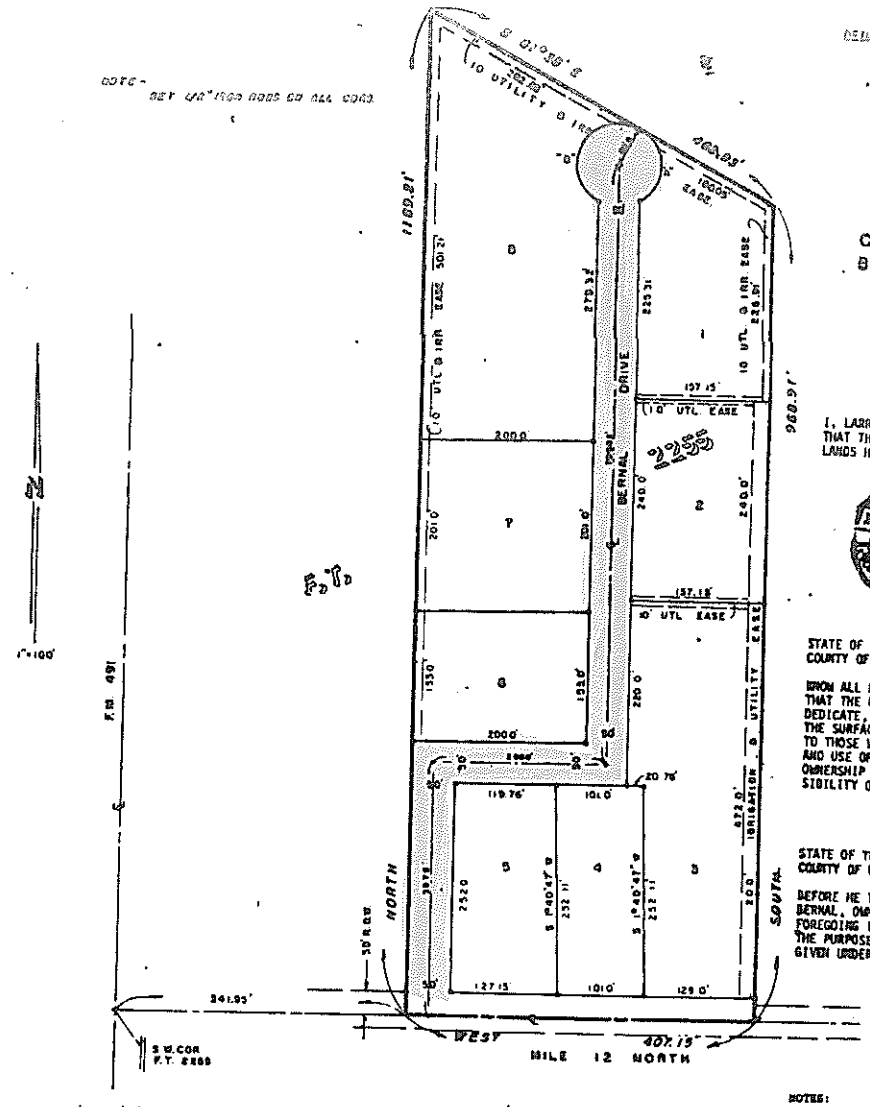
ACCEPTED AND AGREED TO by the County of Hidalgo this the 8th day of October 2008.

County of Hidalgo Right-of-Way Department

BY: _____

MAP OF
BERNAL SUBDIVISION
HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF THE WEST 10 ACRES OF THE EAST 20.10 ACRES OF F.T. 2255, D. CAPISALLO DISTRICT, LAND GRANTS COURT, HIDALGO COUNTY, TEXAS



CHECKED FOR DRAINAGE
BY:

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-840474
REVISED 12-27-85

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF BERNAL DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE BERNAL SUBDIVISION RESIDENTS.

MANUEL BERNAL, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER 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 CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 31st DAY OF May, A.D. 1985.

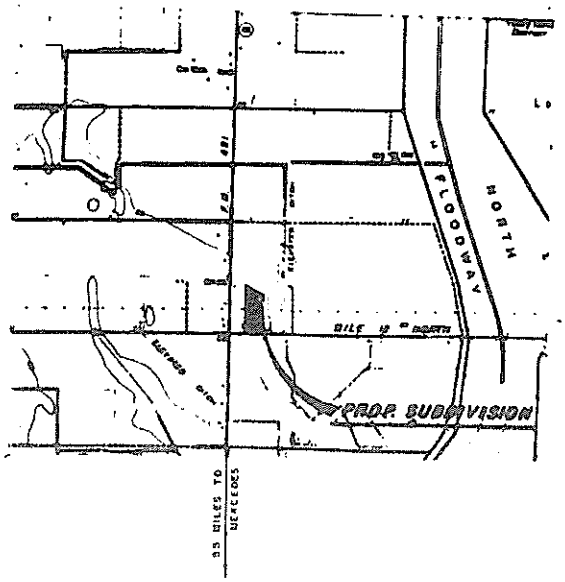
IRENE J. CLARK
Notary Public
State of Texas
My Commission Expires 6-15-88

NOTARY PUBLIC FOR THE STATE OF TEXAS

NOTES:

1. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND OR ELEVATION 63.0, WHICHEVER IS HIGHER.
2. ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM WILL POND AT ELEVATION 62.0 IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP.
3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
by Dora Walker
Date Jan 3 1985



VICINITY MAP

138185

FILED
34 o'clock P M
JAN 21 1985
CRESTINE STEWART
County Clerk
Hidalgo County, Texas

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21 day of January 1985
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By Isabel Salgado

Recorded in Book 24 Page 159A
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

MELDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS
512-381-0981

STATE OF TEXAS

COUNTY OF HIDALGO

PARCEL NO: 7

PROJECT: Bernal Subdivision
Road Construction

RIGHT OF ENTRY AND POSSESSION

WHEREAS, Heriberto Huerta and wife Linda Huerta, of Hidalgo County, Texas, are the owners, hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the County of Hidalgo, State of Texas, acting by and through the Hidalgo County Commissioners Court, hereinafter referred to as the County, is going to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulfur which can be removed from beneath the said Parcel without any right whatsoever remaining to said Parcel for the purpose of exploring, developing, drilling or mining, of the same), for the purpose of constructing a Public Road and appurtenances thereto; and,

WHEREAS, the County must have possession of said Parcel, encumbered with the improvements thereon, if any, by purchase; and

WHEREAS, the County must have possession of said Parcel for the purpose of beginning construction of said Road;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of Ten Dollar ($10.00) and other good and valuable consideration to them in hand paid by the County of Hidalgo, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Give, and Convey and by these presents do Grant, Give, and Convey unto the County of Hidalgo the right of entry upon, the right to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A", for the purpose of constructing a Road and appurtenances thereto. The grant of right of entry and possession is conditioned strictly upon the following:

1. This right of entry and possession shall extend to the County, its contractors, assigns and/or owners of any utility involved in the road project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: N/A

2. Grantor(s) herein warrant that no person or corporation owns an interest in the fee title of the premises described in the said Exhibit "A", other than Grantor(s) herein.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A", for the purposes and subject to the limitations hereinabove set forth.

Executed this 8th day of October, 2008.

Heriberto Huerta

Linda B. Huerta
Linda Huerta

Heriberto Huerta and wife Linda Huerta acknowledged this instrument before me this 8th day of October, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-09-2009

Roy Gonzales
Notary Public, State of Texas

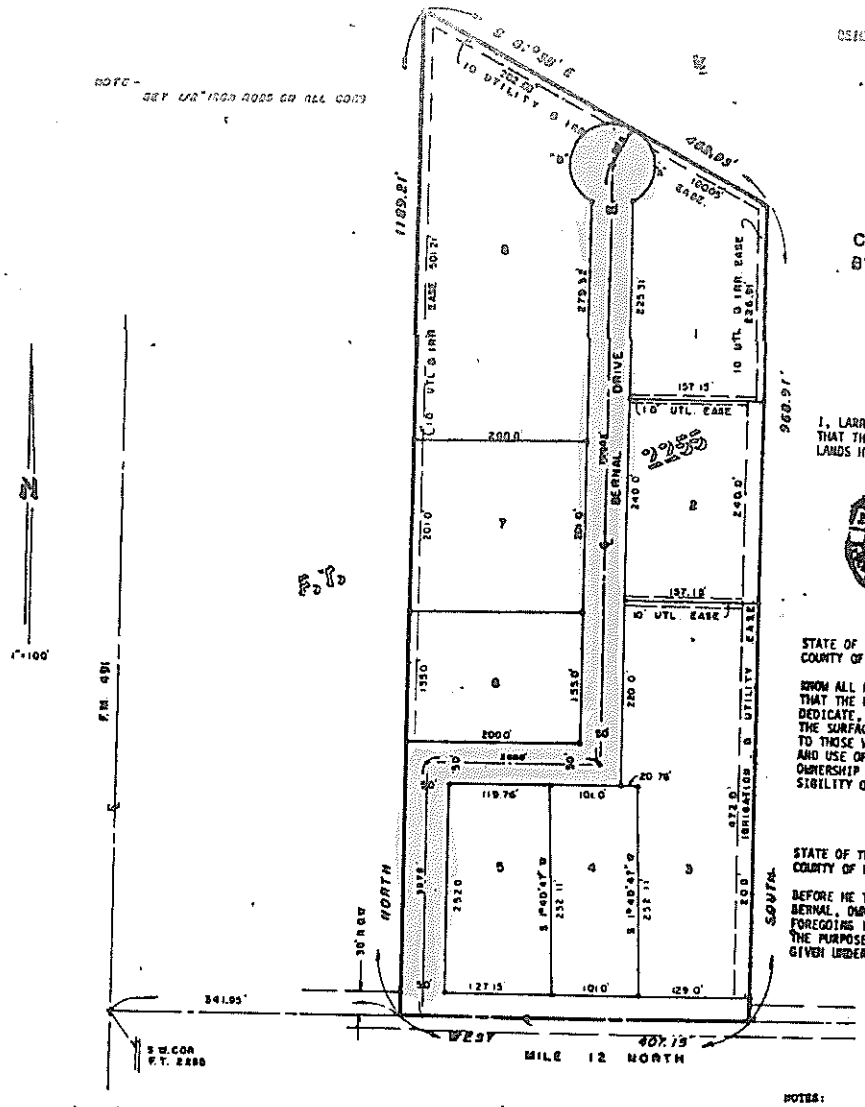
ACCEPTED AND AGREED TO by the County of Hidalgo this the 8th day of October 2008.

County of Hidalgo Right-of-Way Department

BY: Jose A. Lopez

MAP OF
BERNAL SUBDIVISION
HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF THE WEST 10 ACRES OF THE EAST 20.70 ACRES OF F.T. 2255, H. CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS



I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-840474
REVISED 11-27-85

CHECKED FOR DRAINAGE BY:

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF BERNAL DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE BERNAL SUBDIVISION RESIDENTS.

MANUEL BERNAL, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

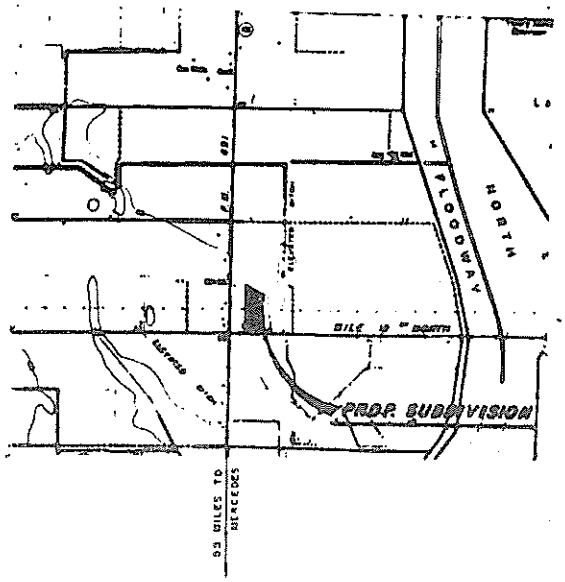
BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 31st DAY OF May A.D. 1985

IRENE J. CLARK
Notary Public
State of Texas
My Commission Expires 2-15-88

NOTARY PUBLIC FOR THE STATE OF TEXAS

NOTES:

1. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND OR ELEVATION 63.0, WHICHEVER IS HIGHER.
2. ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM WILL POND AT ELEVATION 62.0 IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP.
3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.



VICINITY MAP

133185

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Dora Vela Chew
Date Jan 3, 1985

FILED
3:4 P.M.
JAN 21 1985

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21 day of January 1985
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By Adelaida Salinas

Recorded in Book 24 Page 159A
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

MELDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS
512-381-0981

STATE OF TEXAS

COUNTY OF HIDALGO

PARCEL NO: 8

PROJECT: Bernal Subdivision
Road Construction

RIGHT OF ENTRY AND POSSESSION

WHEREAS, Aaron Lozano and wife Simona Lozano, of Hidalgo County, Texas, are the owners, hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the County of Hidalgo, State of Texas, acting by and through the Hidalgo County Commissioners Court, hereinafter referred to as the County, is going to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulfur which can be removed from beneath the said Parcel without any right whatsoever remaining to said Parcel for the purpose of exploring, developing, drilling or mining, of the same), for the purpose of constructing a Public Road and appurtenances thereto; and,

WHEREAS, the County must have possession of said Parcel, encumbered with the improvements thereon, if any, by purchase; and

WHEREAS, the County must have possession of said Parcel for the purpose of beginning construction of said Road;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of Ten Dollar ($10.00) and other good and valuable consideration to them in hand paid by the County of Hidalgo, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby Grant, Give, and Convey and by these presents do Grant, Give, and Convey unto the County of Hidalgo the right of entry upon, the right to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A", for the purpose of constructing a Road and appurtenances thereto. The grant of right of entry and possession is conditioned strictly upon the following:

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2. Grantor(s) herein warrant that no person or corporation owns an interest in the fee title of the premises described in the said Exhibit "A", other than Grantor(s) herein.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A", for the purposes and subject to the limitations hereinabove set forth.

Executed this 8th day of October, 2008.

Aaron Lozano Simona Lozano

Aaron Lozano and wife Simona Lozano acknowledged this instrument before me this 8th day of October, 2008.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

ACCEPTED AND AGREED TO by the County of Hidalgo this the 8th day of October 2008.

County of Hidalgo Right-of-Way Department

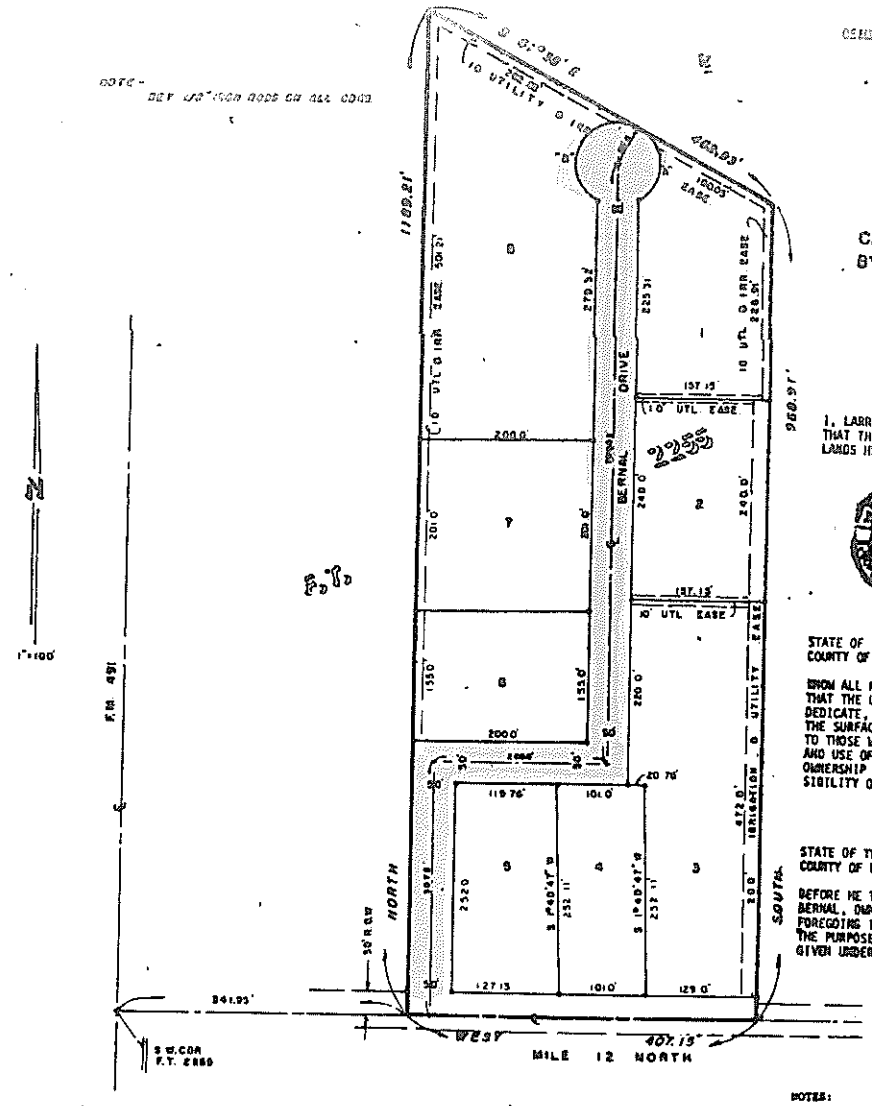
BY:

MAP OF

BERNAL SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF THE WEST 10 ACRES OF THE EAST 20.70 ACRES OF F.T. 2265, H. CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS



CHECKED FOR DRAINAGE
BY:

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 2-840474
REVISED 11-27-85

STATE OF TEXAS
COUNTY OF HIDALGO

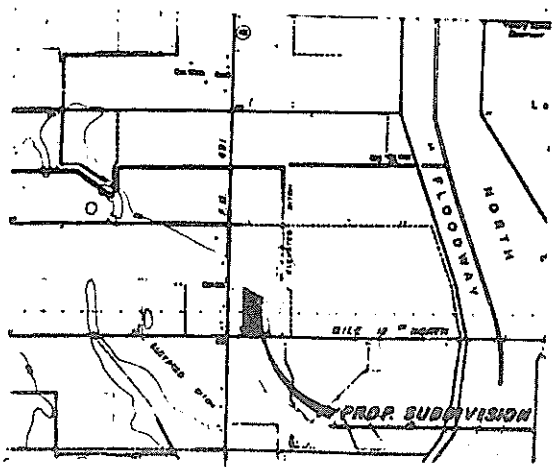
KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF BERNAL DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE BERNAL SUBDIVISION RESIDENTS.

MANUEL BERNAL, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERNAL, OWNER 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 CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF May, A.D. 1985.

IRENE J. CLARK
Notary Public
State of Texas
My Commission Expires 6-10-89
NOTARY PUBLIC FOR THE STATE OF TEXAS



VICINITY MAP

NOTES:

1. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND OR ELEVATION 63.0, WHICHEVER IS HIGHER.
2. ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM WILL POND AT ELEVATION 62.0 IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP.
3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 63.0.

139185

APPROVED
FOR RECORDING
Hidalgo Co. Hgwy. & Pub. Works Dept.
By Dora Walker
Date Nov. 3, 1985

FILED
3:45 O'CLOCK P.M.
JAN 21 1986
CELESTE STEWART
County Clerk
Hidalgo County, Texas

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21 day of January 1986
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By

Recorded in Book 24 Page 159A
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

MELDEN & HUNT INC
CONSULTING ENGINEERS
EDINBURG, TEXAS
512-381-0981

AI-11910 **16.A.**

Proclamation

CC REGULAR

Date: 10/28/2008
Submitted By: Mary Ybarra, COMM. PCT. #1
Submitted For: Mary Ybarra
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Approval of Proclamation honoring Claudia Pena.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/23/2008 02:23 PM	APRV
2	Rey Salazar	Rey Salazar	10/24/2008 08:26 AM	APRV
3	Auditor's Office	Linda Fong	10/24/2008 09:37 AM	APRV
4	Purchasing Department	Marty Salazar	10/24/2008 10:16 AM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 10:24 AM	APRV
Form Started By: Mary Ybarra			Started On: 10/23/2008 12:06 PM	
Final Approval Date: 10/24/2008				

AI-11857 **17.A.**

Pct. 2 - Drainage Improvement Project
CC REGULAR

Date: 10/28/2008
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Comm. Palacios
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #2

Information

CAPTION

Drainage Improvement Project:
1. Approval to create the following eleven (11) new regular full time position to be funded form Pct. 2- 2008 C.O. Series allocation:

Slot #	Position Title	Budgeted Salary	Civil Service
0001	Director of Construction	$ 48,500.00	E
0002	Assistant Director of Construction	$ 45,000.00	E
0003	Excavator - Heavy Equipment Operator	$ 38,500.00	NE
0004	Excavator - Heavy Equipment Operator	$ 38,500.00	NE
0005	Backhoe - Heavy Equipment Operator	$ 29,500.00	NE
0006	Backhoe - Heavy Equipment Operator	$ 29,500.00	NE
0007	Bulldozer - Heavy Equipment Operator	$ 29,500.00	NE
0008	Pipe Layer/Fitter	$ 25,000.00	NE
0009	Pipe Layer/Fitter	$ 25,000.00	NE
0010	Laborer - Drainage/Construction	$ 20,000.00	NE
0011	Laborer - Drainage/Construction	$ 20,000.00	NE

2. Approval of salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: Fiscal Note
Link: Salary Schedule
Link: PARF - 0001
Link: PARF - 0002
Link: PARF - 0005 & 0006
Link: PARF - 0007
Link: PARF - 0008 & 0009
Link: PARF - 0010 & 0011

Link: PARF - 0003 & 0004

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/23/2008 04:25 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/24/2008 05:38 PM	APRV
3	Budget & Management		10/24/2008 05:46 PM	NEW

Form Started By: Damaris San Miguel — Started On: 10/22/2008 01:42 PM

Final Approval Date: 10/24/2008

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, October 28, 2008

Agenda Item: AI - 11857

Summary of request/proposal: Pct. 2 is requesting approval to create eleven (11) regular full time new positions for the Drainage Improvement Project as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
	Director of Construction	0001	113	0.00	48,500.00	48,500.00
	Asst. Director of Constr.	0002	113	0.00	45,000.00	45,000.00
	Excavator - Heavy Eqp. Oper.	0003	113	0.00	38,500.00	38,500.00
	Excavator - Heavy Eqp. Oper.	0004	113	0.00	38,500.00	38,500.00
	Backhoe - Heavy Eqp Oper.	0005	113	0.00	29,500.00	29,500.00
	Backhoe - Heavy Eqp Oper.	0006	113	0.00	29,500.00	29,500.00
	Bulldozer - Heavy Eqp Oper.	0007	113	0.00	29,500.00	29,500.00
	Pipe Layer/Fiter - Drainage	0008	113	0.00	25,000.00	25,000.00
	Pipe Layer/Fiter - Drainage	0009	113	0.00	25,000.00	25,000.00
	Laborer - Drainage/Constr.	0010	113	0.00	20,000.00	20,000.00
	Laborer - Drainage/Constr.	0011	113	0.00	20,000.00	20,000.00
	Total:			0.00	349,000.00	349,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-XXXX-XXX-XX-122-XXX-X	113	New	PERM F/T EMPLOYEES	63,938.93
8-XXXX-XXX-XX-122-XXX-X	211	New	HEALTH INSURANCE	8,391.57
8-XXXX-XXX-XX-122-XXX-X	212	New	LIFE INSURANCE	54.41
8-XXXX-XXX-XX-122-XXX-X	220	New	FICA	4,891.33
8-XXXX-XXX-XX-122-XXX-X	230	New	RETIREMENT	5,613.84
8-XXXX-XXX-XX-122-XXX-X	250	New	UNEMPLOYMENT COMP	319.69
8-XXXX-XXX-XX-122-XXX-X	260	New	WORKER'S COMP	63.11
			2008 Budgetary Impact	83,272.88

2009 Budgetary Impact: $ 455,369.00

Possible Funding Sources: Pct. 2 - 2008 CO Series

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-XXXX-XXX-XX-122-XXX-X
Pct. 2 Drainage Improvement Project

AI-11675

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	113	DIRECTOR OF CONSTRUCTION	0.00	48,500.00	48,500.00	0.00%	0.00	0.00	48,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0002	113	ASSISTANT DIRECTOR OF CONSTRUCTION	0.00	45,000.00	45,000.00	0.00%	0.00	0.00	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	EXCAVATOR - HEAVY EQUIPMENT OPERATOR	0.00	38,500.00	38,500.00	0.00%	0.00	0.00	38,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	EXCAVATOR - HEAVY EQUIPMENT OPERATOR	0.00	38,500.00	38,500.00	0.00%	0.00	0.00	38,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	BACKHOE - HEAVY EQUIPMENT OPERATOR	0.00	29,500.00	29,500.00	0.00%	0.00	0.00	29,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	BACKHOE - HEAVY EQUIPMENT OPERATOR	0.00	29,500.00	29,500.00	0.00%	0.00	0.00	29,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0007	113	BULLDOZER - HEAVY EQUIPMENT OPERATOR	0.00	29,500.00	29,500.00	0.00%	0.00	0.00	29,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	PIPE LAYER/FITTER - DRAINAGE	0.00	25,000.00	25,000.00	0.00%	0.00	0.00	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0009	113	PIPE LAYER/FITTER - DRAINAGE	0.00	25,000.00	25,000.00	0.00%	0.00	0.00	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	113	LABORER - DRAINAGE/CONSTRUCTION	0.00	20,000.00	20,000.00	0.00%	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0011	113	LABORER - DRAINAGE/CONSTRUCTION	0.00	20,000.00	20,000.00	0.00%	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		TOTAL	$0.00	$349,000.00	$349,000.00		$0.00	$0.00	$349,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

NEW PROPOSED POSITIONS SLOTS 0001 THRU 0011 PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Tax Office **DATE:** 10/22/2008

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0129 thru 0134

REQUESTED POSITION TITLE: Tax Clerk/Cashier
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: **$** 0.00 (Current Budgeted Salary) **$** 24,000.00 (Proposed Budgeted Salary) **$** 144,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other General Fund

POSITION Type:

Full Time Employee Object 113 ☑ 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:

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	☑
N/A	☐		

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

Tax Office New Alamo Sub-Station

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

For the new Tax Office Alamo Sub-Station

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	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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Exempt	☐	Exempt	☐
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N/A	☐		

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Exempt	☐	Exempt	☐
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N/A	☐		

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3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-11909 **17.B.**

Interlocal Agreement with City of San Juan (Owassa Rd.)
CC REGULAR

Date: 10/28/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #2

Information

CAPTION

Discussion, consideration and action on Interlocal Agreement between County of Hidalgo and City of San Juan regarding Owassa Rd. Project

BACKGROUND

Fiscal Impact

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/23/2008 02:20 PM	APRV
2	Dale Kennan	Dale Kennan	10/23/2008 05:51 PM	APRV
3	Sergio Cruz		10/24/2008 05:46 PM	NEW
Form Started By: Monica Badillo			Started On: 10/23/2008 12:05 PM	
Final Approval Date: 10/24/2008				

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SAN JUAN,
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the _____ day of _____, 2008, by and between the CITY OF SAN JUAN, hereinafter referred to as "San Juan," and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, San Juan and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be done to extend and expand the use of "I" Road within Pharr, San Juan and the County; and

WHEREAS, Pharr, San Juan and County desire to have Owassa Road improved and expanded from Raul Longoria east not to exceed fifteen (1500) feet (hereinafter referred to as the "Road"); and

WHEREAS, the Road, at various points, passes through the jurisdiction of San Juan, and County, and forms a connecting link or integral part of the County road system; and

WHEREAS, San Juan and County have agreed to cooperate in the improvements to the Road as further herein described; and

WHEREAS, County will benefit from the improvements to the Road since the Road is a connecting link within the County; and

WHEREAS, San Juan and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and

Bridge Act which authorizes a county to improve roadways within the limits of a municipality with the municipality's consent.

NOW, THEREFORE, Pharr, San Juan and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties shall improve the Road.

2. County will retain and contract with a competent engineering firm to prepare all construction and right-of-way plans and maps necessary for the construction of the Road, as necessary, County will also perform by County's own forces or through a contractor, the work necessary to construct the improvements to the Road in a good and workmanlike manner.

3. Upon receipt of invoice from County, the sum of $30,000.00 which, together with San Juan's obligations regarding utility adjustments, represents San Juan's total responsibility and contribution with respect to the project described herein.

4. San Juan and County's Precinct No. 2 will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Road.

5. San Juan, pursuant to Tex. Trans. Code §251.012, authorize County to perform the work described herein.

7. 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.

8. No Waiver. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. 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 Pharr, San Juan and County, and not otherwise.

10. 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.

11. 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 San Juan: City of San Juan
Attention: City Manager

_____
San Juan, Texas 785___

If to County: County of Hidalgo
Attention: County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

with copy to : Commissioner, Precinct No. 2
301 E. State Street
Pharr, Texas 78577

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

12. 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.

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

14. Assignment. This Agreement shall not be assignable.

15. 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.

16. 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.

17. Authority to Execute. The execution and performance of this Agreement by Pharr, San Juan and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Pharr, San Juan and County in accordance with its terms.

18. 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.

19. 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. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF SAN JUAN

_____
Pedo Contreras, Mayor

ATTEST:

_____
Gloria Banda, City Secretary

COUNTY OF HIDALGO

_____
J. D. Salinas, III, County Judge

ATTEST:

_____

Arturo Guajardo, Jr. County Clerk

AI-11929 **17.C.**

Approval of Agreement with Spectra Energy Transmission, LLC to relocate pipeline in South Tower park?.

CC REGULAR

Date: 10/28/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #2

Information

CAPTION

Approval of Agreement with Spectra Energy Transmission, LLC to relocate pipeline in South Tower park.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding source to be provided by Pct#2 next week.

Attachments

Link: e-mail
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/24/2008 02:28 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/24/2008 03:44 PM	APRV
3	Auditor's Office		10/24/2008 05:46 PM	NEW
Form Started By: Monica Badillo			Started On: 10/24/2008 01:40 PM	
Final Approval Date: 10/24/2008				

Monica Badillo

From: Stephen L. Crain [scrain@atlashall.com]
Sent: Friday, October 24, 2008 9:48 AM
To: 'Monica Badillo'
Subject: RE: South Tower Park - Hold Harmless Provision

Monica,

Please include second page of this email in an agenda packet titled "Approval of Agreement with Spectra Energy Transmission, LLC to relocate pipeline in South Tower park".

From: Ramiro Gutierrez [mailto:rgutierrez@rgutierrezengineering.com]
Sent: Thursday, October 23, 2008 4:50 PM
To: 'Stephen L. Crain'
Subject: South Tower Park - Hold Harmless Provision

Steve,

Attached is the revised Hold Harmless Provision that has been revised by Spectra Energy. See if you can get this executed by the County. Let me know if you need anything else.

Thanks,

Ramiro Gutierrez, P.E.
President
R. Gutierrez Engineering Corporation
Tel: 956 782 2557 (Office)
Tel: 956 227 2154 (Cell)
email: rgutierrez@rgutierrrezengineering.com

This email and any files transmitted with it contain(s) information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally priveledged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient(s), you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956) 782-2557 or by email at office@rgutierrezengineering.com and delete this message immediately from your computer. Thank You...

SpectraEnergyTransmission, LLC
5400 Westheimer Court
Houston, TX 77056
P.O. Box 1642
Houston, TX 77251-1642

Hold Harmless Provision:

TETLP shall not be required to restore nor be liable for restoration for damages, including but not limited to, interruption of service or loss of revenue for the failure to restore any facilities should such facilities be disturbed by TETLP in the construction, operation, maintenance, alteration, repair, replacement, removal, or relocation of TETLP LN No. 16 pipeline and appurtenances.

Hidalgo County, its elected officials, its employees, agents and invitees, shall exercise Owner's rights and privileges hereunder at Owner's sole risk, cost and expense, and Owner shall, to the extent allowable by law, indemnify and hold harmless TETLP from and against any and all claims, demands, causes of actions, costs, expenses and liability of any nature whatsoever, to include court costs, attorney's fees and any expenses incurred in enforcing this provision that may result from, arise out of, be related to, or in any way connected with the exercise of Owner's rights and privileges as herein provided or the breach, violation or nonperformance of any obligation of Owner to be observed or performed hereunder: provided, however, that nothing herein shall be construed to require or obligate Owner to indemnify TETLP against or hold harmless from its own negligent acts or omissions.

****

HOLD-HARMLESS PROVISION ACCEPTANCE FORM

****

I hereby acknowledge approval and acceptance of the foregoing hold-harmless provisions.

_____
Signature

_____
Name (typed or printed)

_____
Title

_____

File: TETLP LN No. 16, Tr. 45, Hidalgo Co., TX
File: Encroachments – General

AI-11880 **18.A.**

BCAP Transfer

CC REGULAR

Date: 10/28/2008

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Agenda Area: Precinct #3

Information

CAPTION

Approval of 2008 interdepartmental transfer for Precinct #3 Colonia Access Program (1310) from N.Country Estate (program 065), N.Country Estate #2 (program 066) and La Palma (program 062) to Basham 16 (program 462) in the amount of $20,116.45.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1310-431-00-123-XXX-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 10/23/08:

Program 065 $47,265.43
Program 066 $47,265.42
Program 062 Obj. Code 731 $7,467.84
Program 062 Obj. Code 312 $1,500.00

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 04:38 PM	APRV
2	Erika Reyna	Erika Reyna	10/23/2008 10:19 AM	APRV
3	Auditor's Office	Becky Morales	10/23/2008 06:12 PM	APRV
4	Purchasing Department	Marty Salazar	10/24/2008 08:27 AM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 08:32 AM	APRV

Form Started By: Norma Ceballos Started On: 10/22/2008 03:25 PM

Final Approval Date: 10/24/2008

INTER-DEPARTMENTAL TRANSFER

DATE: October 28, 2008

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 8-1310-431-00-123-XXX-X-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1310-431-00-123-065-0-731	N. Country Est/Diosa-Roads	**6,119.93**
8-1310-431-00-123-066-0-731	N. Country Est 2/Earth- Roads	**6,119.92**
8-1310-431-00-123-062-0-731	La Palma - Roads	**7,467.84**
8-1310-431-00-123-062-0-312	La Palma-Indirect Cost	**408.76**
TO:		
8-1310-431-00-123-462-0-731	Basham 16 /Ext Co. Rd-Roads.	**$ 20,116.45**
	Total Budget (Increase/Decrease)	**0.00**

REASON: To award contract to the lowest bid.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-11897 **19.A.4.**

Approval of Invoice No. 1 -AGADC -Renovation of Old Administration Building (3 floor)

CC REGULAR

Date: 10/28/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of payment of Invoice No. 1 (Change in Services in connection with 3rd. floor renovations) in the amount of $4,070.00, from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building." C-08-131-08-07

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 609342 has $183,950.00 available to pay the pending invoice. Note PO will need to be increased to offset the cost of the "Change in services".

Attachments

Link: AI-11897 Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/23/2008 07:50 AM	APRV
2	Dale Kennan	Dale Kennan	10/23/2008 09:35 AM	APRV
3	Auditor's Office	Linda Fong	10/24/2008 12:46 PM	APRV
4	Purchasing Department	Marty Salazar	10/24/2008 02:09 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 03:51 PM	APRV

Form Started By: Moises Salazar Started On: 10/22/2008 05:12 PM

Final Approval Date: 10/24/2008

AGADC
ALCÓCER GARCIA ASSOCIATES
DESIGN CONSULTING
1333 EAST JASMINE AVENUE
MCALLEN, TEXAS 78501

INVOICE FOR SERVICES

INVOICE NUMBER : **ONE - CHANGE IN SERVICES**
(NOT PART OF BASIC SERVICES)
DATE: OCTOBER 22, 2008

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING (3 FLOORS)
100 E. CANO ST., EDINBURG, TEXAS

TO: HONORABLE JUAN D. SALINAS, III , COUNTY JUDGE
100 E. CANO ST.
EDINBURG, TEXAS 78539

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

THIS INVOICE FOR: ASBESTOS SURVEY FOR 1ST, 2ND & 3RD FLOORS APPROVED BY COMMISSIONER'S COURT 9-23-08.

DIRECT COST.....$ 3,700.00 RABA-KISTNER (COPY OF INVOICE ATTACHED)
+ 10%..... 370.00

TOTAL DUE..... $ 4,070.00

PLEASE REMIT PAYMENT TO
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. JASMINE AVENUE
MCALLEN, TEXAS 78501
EIN: 74-2919292

THANK YOU,
AGADC

George A. Garcia
Project Architect

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :104408

Engineering • Testing • Environmental • Facilities • Infrastructure

BILLING DATE :
10/17/2008

PROJECT :
ASF0821900
University Drive & Closner

CLIENT :
A09887 Alcocer & Associates

Raba Kistner

Mr. George A. Garcia
Alcocer & Associates
1333 East Jasmine Avenue
McAllen, TX 78504

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

Boulevard, Edinburg, TX
Proposal #: PSF08-456-00
Asbestos Survey

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 10/11/2008

TOTAL FEE AUTHORIZED	3,700.00
PERCENT COMPLETE AS OF 10/11/2008	100.00%
FEE EARNED TO DATE	3,700.00
LESS PREVIOUS BILLINGS	0.00
AMOUNT DUE THIS INVOICE **	3,700.00
TOTAL OF PREVIOUS INVOICES - CURRENTLY UNPAID	0.00
TOTAL DUE AND PAYABLE	**3,700.00**

RK PROJECT MANAGER: MICHAEL P. COSGROVE
CLIENT PHONE: 210-618-2007

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
PLEASE PAY FROM THIS INVOICE.

LETTER OF TRANSMITTAL

DATE: 10- 22 - 08

TO: Hidalgo County Purchasing Department
c/o Martha Salazar, Purchasing Agent
Edinburg, TX 78539

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING (1ST, 2ND & 3RD FLOORS)
100 E. CANO ST., EDINBURG, TEXAS

We are sending you: **X Attached** **X As listed below**

Shop drawings | Blue line prints | Prelim plans | Specifications

Submittals | Product samples | Documents | Correspondence

Copies	Date	Number	Description
1			AGADC Invoice Number One - Change in Services
1ea			Copy of Raba-Kistner Asbestos Survey Report

These are transmitted as checked below:

❑ For your review ❑ For your approval For distribution For your records

❑ As requested ❑ Re-submit X For processing

Remarks: **Please place payment of invoice on Commissioners Court agenda for next meeting. Thank you.**

By: George A. Garcia
Project Architect

AI-11896 **19.A.5.**

Repairs, Installation and Removal of Emergency Equip, Radios, Computers andMisc. Equip.

CC REGULAR

Date: 10/28/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise for a Request For Bid for "Repairs, Removal & Installation Of Mobile Radios, Computers and Other Miscellaneous Equipment" for Hidalgo County District Attorney's Office & H.I.D.T.A. Task Force with specifications and requirements to be developed and drafted with both user departments and the Purchasing Department.

BACKGROUND

Specifications, scope of services being reviewed for modification and customizing by user departments due to the nature of the operations of each user.

Fiscal Impact

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

BUDGETARY IMPACT:

Funding to be identified next week.

Possible funding sources will come from within Fund 1222 & 1252 budget, 8-1222-412-00-080-006-0-XXX & 8-1252-412-00-270-012-0-XXX respectively. Please see the attached 2008 Expense Reports.

Attachments

Link: expense report

Link: Fund 1252 expense report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 08:30 AM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 09:15 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/24/2008 02:40 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Vangie Garcia

Started On: 10/22/2008 05:06 PM

Final Approval Date: 10/24/2008

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
8-1222-412-00-080-006-0-336	DA BAD CK-COMPUTER SERVICES	5,000.00	5,000.00	520.00	4,141.75	338.25	93.24
8-1222-412-00-080-006-0-342	DA BAD CK-INFORMATION & CREDIT SERVICES	1,000.00	2,680.00	481.00	897.00	1,302.00	51.42
8-1222-412-00-080-006-0-346	DA BAD CK-HAULING & FREIGHT SERVICES	500.00	500.00	.00	105.00	395.00	21.00
8-1222-412-00-080-006-0-412	DA BAD CK-CABLE/SATELLITE TV	500.00	500.00	.00	.00	500.00	.00
8-1222-412-00-080-006-0-421	DA BAD CK-DISPOSAL	50.00	50.00	.00	.00	50.00	.00
8-1222-412-00-080-006-0-431	DA BAD CK-BLDG R&M SERVICE	3,000.00	2,900.00	.00	.00	2,900.00	.00
8-1222-412-00-080-006-0-432	DA BAD CK-EQUIP R&M SERVICE	100.00	100.00	.00	75.00	25.00	75.00
8-1222-412-00-080-006-0-434	DA BAD CK-VEHICLE R&M SERVICE	3,000.00	3,000.00	561.44	2,272.21	166.35	94.46
8-1222-412-00-080-006-0-521	DA BAD CK-PROPERTY INSURANCE	600.00	600.00	.00	.00	600.00	.00
8-1222-412-00-080-006-0-522	DA BAD CK-VEHICLE LIABILITY INSURANCE	2,800.00	2,800.00	.00	.00	2,800.00	.00
8-1222-412-00-080-006-0-523	DA BAD CK-PUBLIC OFFICIAL INSURANCE	1,500.00	1,500.00	.00	.00	1,500.00	.00
8-1222-412-00-080-006-0-524	DA BAD CK-GENERAL INSURANCE	800.00	800.00	.00	706.00	94.00	88.25
8-1222-412-00-080-006-0-532	DA BAD CK-CELL PHONE	6,000.00	5,724.60	55.00	1,783.39	3,886.21	32.11
8-1222-412-00-080-006-0-533	DA BAD CK-PAGER	.00	275.40	.00	275.40	.00	100.00
8-1222-412-00-080-006-0-534	DA BAD CK-INTERNET	4,000.00	4,000.00	154.99	822.73	3,022.28	24.44
8-1222-412-00-080-006-0-535	DA BAD CK-POSTAGE & EXP MAIL CHARGES	1,000.00	1,000.00	.00	.00	1,000.00	.00
8-1222-412-00-080-006-0-550	DA BAD CK-PRINTING & BINDING	500.00	3,845.95	.00	3,843.60	2.35	99.94
8-1222-412-00-080-006-0-583	DA BAD CK-TRAVEL OUT OF COUNTY	5,000.00	2,500.00	.00	.00	2,500.00	.00
8-1222-412-00-080-006-0-584	DA BAD CK-REGISTRATION FEES	8,000.00	8,000.00	.00	1,545.00	6,455.00	19.31
8-1222-412-00-080-006-0-601	DA BAD CK-OFFICE SUPPLIES	1,500.00	1,500.00	.00	984.86	515.14	65.66
8-1222-412-00-080-006-0-630	DA BAD CK-FOOD	500.00	500.00	132.42	33.11	334.47	33.11
8-1222-412-00-080-006-0-640	DA BAD CK-REFERENCE MATERIALS	4,096.00	4,586.30	746.63	985.22	2,854.45	37.76
8-1222-412-00-080-006-0-661	DA BAD CK-MINOR OFFICE EQUIPMENT	500.00	500.00	.00	.00	500.00	.00
8-1222-412-00-080-006-0-664	DA BAD CK-OTHER MINOR EQUIPMENT	500.00	4,000.00	.00	416.80	3,583.20	10.42
8-1222-412-00-080-006-0-665	DA BAD CK-MINOR COMPUTER EQUIPMENT	5,500.00	8,451.00	378.00	8,073.00	.00	100.00
8-1222-412-00-080-006-0-667	DA BAD CK-MINOR SOFTWARE	4,000.00	6,558.20	16.35	5,283.38	1,258.47	80.81
8-1222-412-00-080-006-0-671	DA BAD CK-BLDG R&M SUPPLIES	500.00	500.00	.00	.00	500.00	.00
8-1222-412-00-080-006-0-672	DA BAD CK-EQUIP R&M SUPPLIES	1,200.00	1,200.00	.00	375.00	825.00	31.25
8-1222-412-00-080-006-0-681	DA BAD CK-VEHICLE R&M SUPPLIES	500.00	500.00	.00	4.86	495.14	.97
8-1222-412-00-080-006-0-682	DA BAD CK-GASOLINE/DIESEL	8,000.00	8,000.00	652.07	7,325.45	22.48	99.72
8-1222-412-00-080-006-0-684	DA BAD CK-TIRES & TUBES	300.00	300.00	.00	.00	300.00	.00
8-1222-412-00-080-006-0-741	DA BAD CK-VEHICLES	75,000.00	71,250.00	.00	61,167.30	10,082.70	85.85
8-1222-412-00-080-006-0-745	DA BAD CK-COMPUTER EQUIPMENT	49,000.00	45,049.00	.00	6,691.40	38,357.60	14.85
8-1222-412-00-080-006-0-746	DA BAD CK-OFFICE FURNITURE	40,000.00	40,000.00	.00	.00	40,000.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
8-1222-412-00-080-006-0-747	DA BAD CK-SOFTWARE	1,600.00	1,600.00	.00	1,600.00	.00	100.00
8-1222-412-00-080-006-0-748	DA BAD CK-OTHER EQUIPMENT	2,000.00	2,000.00	.00	.00	2,000.00	.00
8-1222-412-00-080-006-0-810	DA BAD CK-DUES & MEMBERSHIP	1,000.00	1,000.00	.00	593.00	407.00	59.30
8-1222-412-00-080-006-0-831	DA BAD CK-COURT COSTS & INVESTIGATION	1,000.00	1,000.00	.00	705.14	294.86	70.51
8-1222-412-00-080-006-0-841	DA BAD CK-AID TO GOVT AGENCY	.00	200.00	200.00	.00	.00	100.00
8-1222-412-00-080-006-0-855	DA BAD CK-LATE FEES,PENALTIES & FIN CHRG	25.00	300.00	.00	86.00	214.00	28.67
8-1222-412-00-080-006-0-890	DA BAD CK-OTHER	5,000.00	95.00	.00	30.00	65.00	31.58
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**245,071.00**	**244,865.45**	**3,897.90**	**110,821.60**	**130,145.95**	**46.85**
8 YEAR		**245,071.00**	**244,865.45**	**3,897.90**	**110,821.60**	**130,145.95**	**46.85**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1252 HIDTA FEDERAL SHARING US TREASURY							
8-1252-412-00-270-012-0-113	HIDTA US TREASURY -PERM F/T EMPLOYEES	.00	146,566.00	.00	52,403.03	94,162.97	35.75
8-1252-412-00-270-012-0-115	HIDTA US TREASURY -LONGEVITY PAY	.00	5,022.00	.00	302.50	4,719.50	6.02
8-1252-412-00-270-012-0-131	HIDTA US TREASURY -OVERTIME	.00	50,000.00	.00	13,903.73	36,096.27	27.81
8-1252-412-00-270-012-0-211	HIDTA US TREASURY -HEALTH INSURANCE	.00	13,704.00	.00	5,671.78	8,032.22	41.39
8-1252-412-00-270-012-0-212	HIDTA US TREASURY -LIFE INSURANCE	.00	106.00	.00	37.65	68.35	35.52
8-1252-412-00-270-012-0-220	HIDTA US TREASURY -FICA	.00	15,125.00	.00	4,680.24	10,444.76	30.94
8-1252-412-00-270-012-0-230	HIDTA US TREASURY -RETIREMENT	.00	17,639.00	.00	5,446.94	12,192.06	30.88
8-1252-412-00-270-012-0-250	HIDTA US TREASURY -UNEMPLOYMENT COMP	.00	990.00	.00	310.22	679.78	31.34
8-1252-412-00-270-012-0-260	HIDTA US TREASURY -WORKERS COMP	.00	12,047.00	.00	2,828.90	9,218.10	23.48
8-1252-412-00-270-012-0-320	HIDTA US TREASURY-PROFESSIONAL SERVICES	.00	500.00	.00	.00	500.00	.00
8-1252-412-00-270-012-0-336	HIDTA US TREASURY-COMPUTER SERVICES	.00	6,000.00	1,150.00	2,542.30	2,307.70	61.54
8-1252-412-00-270-012-0-350	HIDTA US TREASURY-CONTRACTUAL SERVICES	.00	1,000.00	230.44	686.87	82.69	91.73
8-1252-412-00-270-012-0-412	HIDTA US TREASURY-CABLE/SATELLITE TV	.00	800.00	.00	559.50	240.50	69.94
8-1252-412-00-270-012-0-431	HIDTA US TREASURY-BLDG R&M SERVICE	.00	500.00	.00	.00	500.00	.00
8-1252-412-00-270-012-0-432	HIDTA US TREASURY-EQUIP R&M SERVICE	.00	5,000.00	1,607.22	1,621.75	1,771.03	64.58
8-1252-412-00-270-012-0-434	HIDTA US TREASURY-VEHICLE R&M SERVICE	.00	3,500.00	125.00	1,701.29	1,673.71	52.18
8-1252-412-00-270-012-0-442	HIDTA US TREASURY-EQUIP & VEHICLE RENTAL	.00	1,500.00	8.00	414.19	1,077.81	28.15
8-1252-412-00-270-012-0-521	HIDTA US TREASURY-PROPERTY INSURANCE	.00	444.90	.00	444.90	.00	100.00
8-1252-412-00-270-012-0-522	HIDTA US TREASURY-VEHICLE LIABILITY INSU	.00	2,451.77	.00	2,451.77	.00	100.00
8-1252-412-00-270-012-0-523	HIDTA US TREASURY-PUBLIC OFFICIAL INSURA	.00	1,137.12	.00	1,137.12	.00	100.00
8-1252-412-00-270-012-0-524	HIDTA US TREASURY-GENERAL INSURANCE	.00	4,217.67	.00	4,217.67	.00	100.00
8-1252-412-00-270-012-0-535	HIDTA US TREASURY-POSTAGE	.00	1,000.00	.00	222.76	777.24	22.28
8-1252-412-00-270-012-0-550	HIDTA US TREASURY-PRINTING & BINDING	.00	2,500.00	.00	1,556.99	943.01	62.28
8-1252-412-00-270-012-0-560	HIDTA US TREASURY-MICROFILM & FILM DEVEL	.00	200.00	.00	.00	200.00	.00
8-1252-412-00-270-012-0-583	HIDTA US TREASURY-TRAVEL OUT OF COUNTY	.00	26,500.00	2,143.97	17,797.90	6,558.13	75.25
8-1252-412-00-270-012-0-584	HIDTA US TREASURY-REGISTRATION FEES	.00	10,000.00	.00	3,754.00	6,246.00	37.54
8-1252-412-00-270-012-0-601	HIDTA US TREASURY-OFFICE SUPPLIES	.00	5,500.00	1,126.04	2,305.19	2,068.77	62.39
8-1252-412-00-270-012-0-607	HIDTA US TREASURY-CLEANING & SANITATION	.00	200.00	.00	.00	200.00	.00
8-1252-412-00-270-012-0-631	HIDTA US TREASURY-BOTTLED WATER	.00	500.00	55.00	147.75	297.25	40.55
8-1252-412-00-270-012-0-661	HIDTA US TREASURY-MINOR OFFICE EQUIPMENT	.00	1,500.00	.00	424.79	1,075.21	28.32
8-1252-412-00-270-012-0-664	HIDTA US TREASURY-OTHER MINOR EQUIPMENT	.00	3,000.00	58.03	1,936.55	1,005.42	66.49
8-1252-412-00-270-012-0-666	HIDTA US TREASURY-MINOR OFFICE FURNITURE	.00	12,500.00	11,334.48	.00	1,165.52	90.68
8-1252-412-00-270-012-0-667	HIDTA US TREASURY-MINOR SOFTWARE	.00	1,500.00	175.00	95.84	1,229.16	18.06
8-1252-412-00-270-012-0-682	HIDTA US TREASURY-GASONLINE/DIESEL	.00	24,000.00	3,859.37	19,915.74	224.89	99.06

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1252 HIDTA FEDERAL SHARING US TREASURY							
8-1252-412-00-270-012-0-745	HIDTA US TREASURY-COMPUTER EQUIPMENT	.00	16,248.54	.00	12,190.72	4,057.82	75.03
8-1252-412-00-270-012-0-746	HIDTA US TREASURY-OFFICE FURNITURE	.00	4,210.00	210.00	.00	4,000.00	4.99
8-1252-412-00-270-012-0-747	HIDTA US TREASURY-SOFTWARE	.00	3,125.00	.00	1,130.00	1,995.00	36.16
8-1252-412-00-270-012-0-748	HIDTA US TREASURY-OTHER EQUIPMENT	.00	9,000.00	1,890.00	1,240.00	5,870.00	34.78
8-1252-412-00-270-012-0-890	HIDTA US TREASURY-OTHER	.00	10,000.00	.00	3,500.00	6,500.00	35.00
1252 HIDTA FEDERAL SHARING US TREASURY		**.00**	**419,734.00**	**23,972.55**	**167,580.58**	**228,180.87**	**45.64**
8 YEAR		**.00**	**419,734.00**	**23,972.55**	**167,580.58**	**228,180.87**	**45.64**

AI-11895 **19.A.6.**

Authority to Purchase-CCL#6
CC REGULAR

Date: 10/28/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

County Court at Law #6
Requesting authority to purchase through the County's membership/participation with TASB-Buyboard pricing awarded vendor Tandus US, Inc. contract #241-06 through local representative Diaz Floors and Interiors for the provision of all materials, accessories and labor to remove and install new flooring and wood blinds in an amount not to exceed $9,900.75 through requisition #141735.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-026-001-0-431
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req # 141735 in the amount of $9,900.00 as of 10-24-08
Available balance in account as of 10-24-08 $349.25

Attachments

Link: Floor and Blinds Installation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 12:14 PM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 01:08 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/24/2008 01:33 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Matilde Faz Started On: 10/22/2008 05:04 PM

Final Approval Date: 10/24/2008

Requisition

Req # 00141735

PO #

Date: 10/16/08

Regular #11895 10/28/08

Bill To: x
x

Vendor : 8869
TANDUS US, INC. D/B/A TANDUS
P.O. BOX 1447
DALTON GA 30722-1447
FAX (956)781-7917

Ship To: COUNTY COURT AT LAW #6
100 N. CLOSNER, ANNEX BUILDING
EDINBURG TX 78539

Contact: ffuentes
956-289-7400

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER TASB BUYBOARD PRICING #241-06 DO NOT DUPLICATE ORDER		
15.00	EACH	crayon mki rs precious metal 48010	23.45	351.75
3.00	EACH	wood blinds furnish / install	452.00	1,356.00
19.00	CART	wood flooring furnish/install maple/amber	321.00	6,099.00
1.00	EACH	ceramic palooza furnish/install dch2 18"x18"	1,600.00	1,600.00
1.00	EACH	project management fee	494.00	494.00
		Account No	Encumbrance	
		8-1100-412-00-026-001-0-431	9,900.75	
			Freight	.00
			Total	9,900.75
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Buyboard

Authorized By: _____

Tandus
Monterey · C&A · Crossley

Revised 10/17/08

PROJECT PROPOSAL

October 16, 2008

Frank Fuentes
County of Hidalgo
Edinberg, TX

FAX 956-316-2665
CTRL# JMK2091

RE: Carpet Proposal for: County of Hidalgo - Judge Albert Garcia
"Pricing is Based on the Buy Board Contract #241-06 Revised August, 2007"

Dear Frank:

Tandus US, Inc. is pleased to provide the following quotation for the above referenced facility.

SCOPE OF WORK:

Carpet Material								
Style	***Color Name***	***Color #***						
Crayon MKI RS	Precious Metal	48010	15	s/y	@	$ 23.45	$	351.75
Labor								
Wood Blinds Furnish/Install			3	ea	@	$ 452.00	$	1,356.00
Wood Flooring Furnish/Install	Maple/Amber		19	ctns	@	$ 321.00	$	6,099.00
Ceramic/ Palooza Furnish/Install	DCH2 18"x18"		1	job	@	$ 1,600.00	$	1,600.00
Project Management Fee			1	job	@	$ 494.00	$	494.00
						TOTAL	$	**9,900.75**

(Above includes removal of existing flooring, installation of new, and Floor Prep)

NOTES:

1. Estimated from: Andy Diaz of Diaz Floors & Interiors
2. Revised 10-17-08 to adjust cost.

EXCLUSIONS (unless specifically included in the above scope of work):

Protection of Floors	Attic Stock	Night/Weekend Labor
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Trip Charges	Removal & Disposal
Resilient Flooring	Stair Materials	Extensive Floor Preparation
Cleaning/Waxing of Resilient	Asbestos Abatement	Sales Tax
Carpet Cleaning	Border Carpet	Furniture/Fixture Moving

TERMS OF PAYMENT: (Subject to Credit Approval)
* All Materials and Labor - Net 30 Days After Invoice

1. Change Orders: Any work not included in the above scope of work will require a signed change order before work can be performed.

TANDUS US, INC.
1735 CLEVELAND HWY
DALTON, GA 30721
(P) 800.241.4802
(F) 706.259.2638

PAGE 01/01

AI-11891 **19.A.7.**

Bid - MS-1 Emulsified Asphalt
CC REGULAR

Date: 10/28/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

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

Information

CAPTION

Requesting authority to advertise a request for sealed bids with approval of procurement packet (i.e. specifications, legal notices and draft contract document) as attached hereto for "Hidalgo County - MS-1 Emulsified Asphalt" (Bid No. 2008-425) including the following determinations in connection with the escalation clause:
A. to leave the current cap at twenty-five (25%) percent;
B. increase the cap to _____%;'
C. remove the cap on the escalation clause.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-120X-431-00-12X-00X-0-673
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1201-431-00-121-005-0-673 Available balance as of 10-23-08 $46,846.79
8-1201-431-00-121-007-0-673 Available balance as of 10-23-08 $2,097.58
8-1202-431-00-122-006-0-673 Available balance as of 10-23-08 $32,317.45
8-1203-431-00-123-005-0-673 Available balance as of 10-23-08 $94,303.09
8-1204-431-00-124-007-0-673 Available balance as of 10-23-08 $41,859.69
8-1100-415-18-160-001-0-540 Available balance as of 10-23-08 $16,102.71

Attachments

Link: Bid Specs
Link: Bid Page
Link: draft contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/23/2008 02:12 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 02:24 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/23/2008 04:05 PM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 12:53 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 01:08 PM	APRV

Form Started By: Laura Moya

Started On: 10/22/2008 04:50 PM

Final Approval Date: 10/24/2008

EXHIBIT "A"

HIDALGO COUNTY
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2008-425-11-19-LRM

I. SPECIFICATIONS:

MS-1 -Emulsified Asphalt
Material - bid price by the gallon delivered by vendor:

II. TERMS AND CONDITIONS

1. LOCATIONS/DELIVERY INSTRUCTIONS:

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

a) Pct.#1 - Sunrise Hill-Mile 11 North 1 ½ East of 1015, Mercedes, Texas.
b) Pct. #2 - does not have storage facilities but will make arrangements with other county precincts' for temporary storage.
c) Pct.#3 - 400 West 13th Street-Mission, Texas and/or 7 Mile Line & Iowa Road
d) Pct.#4 - 1102 North Doolittle, Edinburg, Texas.

All delivery charges -freight, inside delivery, and all costs associated with this purchase are included in bid proposal. Delivery and service will be F.O.B. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2. QUANTITY:

Hidalgo County will purchase material "**ON AN AS NEEDED BASIS ONLY**". Thus, it is agreed and understood that the County will purchase no more material than is needed.

3. CONTRACT TERM:

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Three (3) months with the County's sole discretion to extend the contract for an additional 3 (three) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required

insurances.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

4. PRODUCT QUALITY:

To insure the highest product quality, Hidalgo County reserves the right to request from vendor(s) the current TxDOT approval batch number for the testing of material.

5. VENDORS PERFORMANCE:

Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

6. DEFAULT:

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity 24 (twenty-four hours) prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "MS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "MS-1 Emulsified Asphalt" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

7. TERMINATION

Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice**.**

8. BID AWARD

a) Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Three (3) months with the County's sole discretion to extend the contract for an additional 3 (three) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

b) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

c) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

d) The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) day written notice prior to any cancellation. The successful bidder must state herein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

e) Insurance certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

f) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

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

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

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

b) Price Reduction: Vendor shall notify the County at the time when the Vendor=s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this

contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, November 12, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, November 14, 2008.

EXHIBIT "B"
HIDALGO COUNTY
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2008-425-11-19-LRM

BID PAGE

Bid prices are to remain for a period of:

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Three (3) months with the County's sole discretion to extend the contract for an additional 3 (three) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY):	DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL.
LOADS OF 5,000 GALLONS OR MORE $_____ / gal Costs are to be net F.O.B., County Prepaid.	$_____Hour
LOADS OF 4,000 - 4,999 GALLONS $_____ / gal Costs are to be net F.O.B., County Prepaid.	$_____Hour
LOADS OF 3,000 - 3,999 GALLONS $_____ / gal Costs are to be net F.O.B., County Prepaid.	$_____Hour
LOADS OF 2,000 - 2,999 GALLONS $_____ / gal Costs are to be net F.O.B., County Prepaid.	$_____Hour
LOADS OF 1,000 - 1,999 GALLONS $_____ / gal Costs are to be net F.O.B., County Prepaid.	$_____Hour

Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "B"
HIDALGO COUNTY
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2008-425-11-19-LRM

BID PAGE

Bid prices are to remain for a period of:

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY):	DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL.
LOADS OF 5,000 GALLONS OR MORE $ _____ / gal Costs are to be net F.O.B., County Prepaid.	$ _____ Hour
LOADS OF 4,000 - 4,999 GALLONS $ _____ / gal Costs are to be net F.O.B., County Prepaid.	$ _____ Hour
LOADS OF 3,000 - 3,999 GALLONS $ _____ / gal Costs are to be net F.O.B., County Prepaid.	$ _____ Hour
LOADS OF 2,000 - 2,999 GALLONS $ _____ / gal Costs are to be net F.O.B., County Prepaid.	$ _____ Hour
LOADS OF 1,000 - 1,999 GALLONS $ _____ / gal Costs are to be net F.O.B., County Prepaid.	$ _____ Hour

Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

REQUIREMENTS AGREEMENT
C-06-000-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of **, 2008** by and between **INC., a TEXAS CORPORATION,** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **“”**[commodity], 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 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 **“”** in the areas of **HIDALGO COUNTY** projects for a period of one year from **200_ to 200_** 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 Buyer to the location(s) 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,

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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: Inc.
Attention: President

Texas

.

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

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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

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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.

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EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, , 200__.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:
_____

HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

President
By:_____
Printed Name:
Title:_____

DRAFT

AI-11888 **19.A.8.**

Public Safety Supplies
CC REGULAR

Date: 10/28/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Emergency Services Department:
Requesting authority for Hidalgo County to purchase Public Safety Supplies through the County's membership/participation with TASB-Buyboard #284-08 awarded vendor G. T. Distributors, Inc. in the total amount of $10,512.51 requisition #141888 for the Emergency Services Department

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100422103000010611
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 81100422103000010613
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 81100422103000010663
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 81100422103000010664
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 81100422103000010668
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Quote

Link: Requisition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 05:32 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:50 AM	APRV
3	Erika Reyna	Erika Reyna	10/23/2008 02:34 PM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 12:55 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 01:08 PM	APRV
Form Started By: Matilde Faz			Started On: 10/22/2008 04:36 PM	
Final Approval Date: 10/24/2008				

Quote	QTE0027046
Date	10/17/2008
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Bill To:

Hidalgo County
Attn: Accounts Payable
523 S. Standard
San Juan TX 78589

Ship To:

Hidalgo County
2814 S. Business Hwy 281
Attn: Wes Bradley
Edinburg TX 78539

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
BUYBD 2008	001937	JD	FEDEX-STAND-NC	NET 15	0/0/0000	478,543

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
6	CBK-20211	Camelbak-102 oz Viper-Black	EA	$72.75	$436.50
6	DT-3027	Def Tec #23DS Drag Stablized Bean Bag	EA	$5.36	$32.16
4	DT-3010	Def TecNo 23 12 Ga Oc	Each	$5.95	$23.80
12	DT-5239	Defense Technology MK-3 FD X2	EA	$11.65	$139.80
2	ASP-52611	ASP F26 Black Expandable Baton Black Chron	EA	$67.15	$134.30
2	ASP-52432	ASP F21 Side Break Scabbard Plain Black Pln Blk	EA	$25.28	$50.56
6	SW-350101	Smith & Wesson Model 100, Blue Handcuffs Handcuffs	EA	$27.95	$167.70
2	KIMBER-3200072	Kimber Ultra Carry II .45 W-NS	EA	$737.64	$1,475.28
2	KIMBER-3200134	Kimber Ultra Carry II .45 W-NS w/Crimson Tra	Each	$952.88	$1,905.76
6	NOTES	Notes	EA	$0.00	$0.00
		Freight for gun shipment- $60.00 all four			
3	SPO-100690101	Spec Ops Lonestar Sling	EA	$33.71	$101.13
3	EOT-553.A65/1	EO Tech-Mod 553 Holographic Sight	EA	$604.31	$1,812.93
4	STL-69120	Streamlight-TLR-2 with Laser	EA	$217.33	$869.32
5	STL-75512	Streamlight-Stinger XT-HP with DC Charger	EA	$77.38	$386.90
3	BH-65DC32BK	Blackhawk-CAR15-Discreet Carry Case	EA	$83.29	$249.87
5	GER-08239	Gerber-Multi Plier 800 Legend	EA	$121.04	$605.20

Quote	QTE0027046
Date	10/17/2008
Page:	2

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Bill To:

Hidalgo County
Attn: Accounts Payable
523 S. Standard
San Juan TX 78589

Ship To:

Hidalgo County
2814 S. Business Hwy 281
Attn: Wes Bradley
Edinburg TX 78539

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
BUYBD 2008	001937	JD	FEDEX-STAND-NC	NET 15	0/0/0000	478,543

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
6	511-56037-019	511 PUSH Pack Black	EA	$35.99	$215.94
6	AG-1512HY5T	15" Light Stick Yellow 12-Hr (5 BOX)	EA	$19.00	$114.00
4	WE-D2RB*	Whelen-Dominator TIR3-Red-Blue	EA	$112.50	$450.00
4	WE-DBKT4	Whelen-L Angle Mounting Bracket Kit	EA	$11.76	$47.04
3	WE-LAW4RRBB	Whelen Universal Led Hide Away RB	EA	$391.44	$1,174.32
1	NOTES	Notes	EA	$0.00	$0.00
		This quotation reflects Buyboard pricing. Your purchase order must be faxed directly to BuyBoard to receive pricing. Fax:1-800-211-5454			

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesman is Jamy. Thank you for your business.
wesley.bradley@co.hidalgo.tx.us

Subtotal	$10,392.51
Misc	$0.00
Tax	$0.00
Freight	$120.00
Total	$10,512.51

Requisition

Req # 00141888

Regular # 11888

10/28/08

PO. #

Date: 10/17/08

Bill To: x
x

Cal 3:43pm

Vendor: 77402

G.T. DISTRIBUTORS, INC.
P. O. BOX 16080
AUSTIN TX 78761-6080

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER BUYBOARD PRICING. 284-08 DO NOT DUPLICATE ORDER		
6	EACH	CBK-20211 - Camelbak - 102oz Viper Black - Hydration Backpack. Object Code 613	72.75	436.50
4	EACH	STL-69120 - Streamlight -TLR-2 with Laser - Mountable Flashlight. Object Code 613.	217.33	869.32
5	EACH	STL-75512 - Streamlight Stinger XT-HP with DC Charger - Hand Flashlight. Object Code 613	77.38	386.90
6	EACH	AG-1512HY5T - 15 Light Stick Yellow - 12 Hour (5 Boxes) - Mountable Goal in the Dark Safety Light - Object Code 613	19.00	114.00
4	EACH	WE-D2RB - Whelen Dominator Tir 3 - Red/Blue - Police Vehicle Emergency Light - Object Code 664	112.50	450.00
4	EACH	WE-DBKT4 - Police Light Mounting Bracket - Object Code 664	11.76	47.04
3	EACH	WE-LAW4RRBB - Whelen Universal Hideaway LED- Red/Blue - Police Vehicle Emergency Light - Object Code 664	391.44	1,174.32
5	EACH	GER-08239 - Gerber Multi Plier 800 Ledgen Small Head Tool - Object Code 663	121.04	605.20
2	EACH	Kimber- 3200072 - Kimber Ultracarry II.45 W/NS - Police Weapon Sidearm - Object Code 668	737.64	1,535.28
2	EACH	Kimber-3200134 - Kimber Ultracarry II.45 W-NS W/Crimson trace - Police Weapon Sidearm. Object Code 668	952.88	1,965.76
6	EACH	DT-3027 - Def Tec #23DS Drag Stablized Bean Bag - Less Lethal Amunition - Object Code 611	5.36	32.16
4	EACH	DT-3010 - Def Tec #2312 12 GA OC - Less Lethal Amunition. Object Code 611	5.95	23.80
12	EACH	DT-5239 Def Tec MK-3 FDX2 - Handheld Pepper Spray. Object Code 611	11.65	139.80
2	EACH	ASP-52611 - ASP F26 Black Expandable Impact Baton. Object Code 611	67.15	134.30
2	EACH	ASP-52432 - ASP F21 Sidebreak Baton Holder. Object Code 611	25.28	50.56
6	EACH	SW-350101 - Smith & Wesson Model 100 Blued Handcuffs. Object Code 611	27.95	167.70
3	EACH	EOT-553.A65/1 - EO-Tec MOD 553 Holograhic Weapon Sight. Object Code4 611	604.31	1,812.93
3	EACH	SPO-100690101 - Spec OPS Lonestar Weapon Sling. Object Code 611	33.71	101.13
3	EACH	BH-65 DC 32BK - Black Hawk - CAR15- Discreet Weapons Carrycase. Object Code 611	83.29	249.87
6	EACH	511-56037-019 - 511 Push pack Black - Police Equipment Backpack. Object Code 611	35.99	215.94

Authorized By: _____

Requisition

Req # 00141888

PO #

Date: 10/17/08

Bill To: x
x

Vendor : 77402
G.T. DISTRIBUTORS, INC.
P. O. BOX 16080
AUSTIN TX 78761-6080

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Account No	Encumbrance	
		8-1100-422-10-300-001-0-611	2,928.19	
		8-1100-422-10-300-001-0-613	1,806.72	
		8-1100-422-10-300-001-0-663	605.20	
		8-1100-422-10-300-001-0-664	1,671.36	
		8-1100-422-10-300-001-0-668	3,501.04	
			Freight	120.00
			Total	10,512.51
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Rec'd 3:43pm

Authorized By: _____

AI-11867 **19.A.9.**

Computer Purchase
CC REGULAR

Date: 10/28/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

370th District Court:
Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor-Dell Marketing L. P. cibtract #DIR-SDD-192 through requisition #141713 in the amount of $5,506.36

BACKGROUND

Pending Line Item Transfer
See Consent Agenda Item 11809 for CC 10-28-08

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-007-001-0-745
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req # 141713 in the amount of $5,506.36 as of 10-23-08

Pending line item transfer
See Consent Agenda Item 11809 for CC 10-28-08

Attachments

Link: Computer Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 05:19 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:46 AM	APRV
3	Veronica Lopez	Veronica Lopez	10/23/2008 11:31 AM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 01:00 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 01:08 PM	APRV

Form Started By: Matilde Faz Started On: 10/22/2008 02:36 PM

Final Approval Date: 10/24/2008

Requisition

Req # 00141713

PO #

Date: 10/16/08

Regular 10/28/08 # 11867

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: 370TH DISTRICT COURT
100 N. CLOSNER, 2ND FL
EDINBURG TX 78539

Contact:
956-318-2280

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2	EACH	LATITUDE XT, CORE2 DUO 1.33GHz; 3.0GB; 120GB HD; WINDOWS XP	2,753.18	5,506.36
		Account No	Encumbrance	
		8-1100-412-00-007-001-0-745	5,506.36	
			Freight	.00
			Total	5,506.36
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

D/R

Authorized By: _____

DATE: October 15, 2008

DEPARTMENT HEAD: Noé Gonzalez

DEPARTMENT NAME: 370th District Court

ACCOUNT NUMBER: 8-1100-412-00-007-001-0-

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government; Code, Chapter 111, Subchapter C.;

FROM		TO		
ACCOUNT NUMBER: 8-1100-412-00-007-001-0-				
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	608	HOUSEHOLD & INSTITU.	$ 100.00
890	OTHER	745	COMPUTER EQUIPMENT	$ 773.40
890	OTHER	630	FOOD	$ 200.00
890	OTHER	535	POSTAGE	$ 400.00
			TOTAL:	$1,476.40

REASON: Current and future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNT CLERK

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 06/2002

370.00

DELL

Rec'd 10/17/13

QUOTATION

QUOTE #: 454535046
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 10/15/08
Customer Name: HIDALGO COUNTY

Date: 10/15/08 4:09:57 PM

TOTAL QUOTE AMOUNT:	$5,506.36		
Product Subtotal:	$5,506.36		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: $2,753.18	GROUP TOTAL: $5,506.36
Base Unit:		Latitude XT, Core2 Duo U7700 1.33GHz ULV, 533Mhz, 2M L2 Cache, 12.1 inch WXGA DLV LCD (223-7955)	
Memory:		3.0GB DDR2-667, SDRAM, 2 Dimms(1GB Integrated) Latitude XT (311-7720)	
Keyboard:		Internal English Keyboard for Latitude XT Notebooks (310-9579)	
Video Card:		ATI Integrated Graphics RadeonXpress X1250, Latitude XT (320-6133)	
Hard Drive:		120GB Hard Drive, 8MM, 5400RPMfor Latitude XT (341-6038)	
Floppy Disk Drive:		No Floppy Drive for Latitude D-Family Notebooks (340-8854)	
Operating System:		Windows XP Tablet with Vista Business License, Dell Latitude, English (420-7784)	
TBU:		65W AC Adapter for Latitude XTD530 (310-9587)	
CD-ROM or DVD-ROM Drive:		D/BAY 8X DVD+/-RW for Latitude XT (313-6161)	
CD-ROM or DVD-ROM Drive:		Cyberlink Power DVD 8.0 Playback Software WITH Media Dell Latitude/Mobile Precision (420-8667)	
CD-ROM or DVD-ROM Drive:		Roxio Creator Dell Edition,9.0Dell Latitude/Mobile Precision (420-8010)	
Processor Cable:		Dell Wireless 1395 WLAN (802.11g,54Mbps) Mini Card Latitude XT (430-2923)	
Bundled Software:		Vista Premium Downgrade Relationship Notebook (310-9160)	
Factory Installed Software:		Resource DVD with Diagnostics and Drivers for Vista LatitudeXT Notebook (310-9584)	
Feature		6-Cell/42 WHr Primary Battery for Dell Latitude XT (312-0606)	
Feature		FieldMate Convertible Case for Latitude XT Convertible Tablet (A1515833)	
Service:		ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (984-3990)	
Service:		ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended (983-7582)	
Service:		ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (986-6692)	
Service:		ProSupport for IT: Next Business Day Parts and Labor Onsite Response Initial Year (987-1340)	
Service:		Dell Hardware Limited Warranty Plus Onsite Service Extended Year (989-8598)	
Service:		Dell Hardware Limited WarrantyPlus Onsite Service Initial Y ear (989-8597)	
Service:		Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-31 (989-3449)	
Extended Service:		Extended Battery Service for Years 2 and 3 of System Life (988-5542)	
		45 WHr Slice Battery for Dell Latitude XT (312-0609)	
		Pen, Tips, Tool and Tether kitfor Latitude XT (310-9867)	

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SALES REP:	Tiffany Washington	PHONE:	1-800-576-6038
Email Address:	tiffany_washington@dell.com	Phone Ext:	7241768

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

***Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.
Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

AI-11821 **19.A.10.**

Interlocal Agreement-City Of Edinburg
CC REGULAR

Date: 10/28/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval to enter into an "Interlocal Agreement" between City Of Edinburg and Hidalgo County (reviewed and approved by legal counsel 10/20/08), providing certain County Property located at 3102 South Business Highway 281, Edinburg, Texas (and more specifically described in Exhibit A attached hereto) to the City Of Edinburg for the purposes of allowing the City to continue to operate a recycling center.

BACKGROUND

Term of "Interlocal" shall be for a term of ten (10) years with City's option to renew/extend the term of this Interlocal for one (1) ten-year term prior to sixty (60) day written notice to Hidalgo County of such renewal/extension.

Fiscal Impact

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

BUDGETARY IMPACT:

No budgetary Impact-City will pay Hidalgo County the sum of TEN AND NO/100THS ($10.00) as rental for the term of this Interlocal.

Attachments

Link: INTERLOCAL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 03:45 PM	APRV
2	Budget & Management	Veronica Lopez	10/22/2008 04:29 PM	APRV
3	Erika Reyna	Erika Reyna	10/23/2008 09:03 AM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 01:06 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 01:07 PM	APRV

Form Started By: Vangie Garcia Started On: 10/21/2008 08:37 AM

Final Approval Date: 10/24/2008

STATE OF TEXAS § **INTERLOCAL AGREEMENT**

COUNTY OF HIDALGO §

This Agreement made and entered into on this the ____ day of _____, 2008, by and between the COUNTY OF HIDALGO, TEXAS, a municipal corporation with its principal office situated at Edinburg, Hidalgo County, Texas 78539 ("County"), and the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation situated in Edinburg, Hidalgo County, Texas ("Edinburg") for the purpose of setting forth the agreement between parties, whereby City desires to contract with County subject to the terms and conditions of this Agreement.

WHEREAS, City operates a recycling center located in the City of Edinburg, Hidalgo County, Texas; and

WHEREAS, the City desires to continue its recycling operation in the City of Edinburg, Texas; and

WHEREAS, County has agreed to provide certain property to City for the purpose of allowing City to continue the City's operation of the recycling center in the City of Edinburg, Texas, such property more particularly described on Exhibit "A" attached hereto (the "Leased Premises" or "Premises"), on the following terms and conditions:

NOW, THEREFORE, in consideration of the foregoing and the following, City and County hereby agree as follows:

I. DEMISE OF PREMISES

In consideration of the mutual covenants and agreements set forth in the Agreement, and other good and valuable consideration, County does hereby demise and lease to City, and City does hereby lease from County, the Premises.

City is to have and hold the Premises, together with all rights, privileges, easements, appurtenances, and amenities belonging to or in any way appertaining to the Premises, including, but not limited to, any and all easements, rights, title, and privileges of County, existing now or in existence at any time during the lease term, in, to or under adjacent streets, sidewalks, alleyways, party wall, and property contiguous to the Premises and reversions which may later accrue to County as owner of the Premises by reason of the closing of any street, sidewalk or alley.

II. TERM

2.01. This agreement shall be for a term of ten (10) years, referred to herein as the Term, commencing on _____, 2008 and ending on _____, 2018 (the "Termination Date"), subject however, to earlier termination as provided in this Agreement, or unless renewed and extended in accordance with Paragraph 2.02 hereof.

2.02. City shall have the right and option to renew and extend the term of this Agreement for one (1) ten-year term. If City desires to renew and extend the term of this Agreement for the additional one (1) ten-year term, City must give County written notice of such renewal at least sixty (60) days prior to the last day of the then existing term. Any renewal or extension of this Agreement shall be on the same terms and conditions as provided herein. This Agreement shall terminate and become null and void without further notice on the expiration of the term specified in Section 2.01, unless sooner terminated or renewed and extended in accordance with this Paragraph 2.02, and any holding over by City after the expiration of any such term shall not constitute a renewal of this Agreement or give City any rights under this Agreement in or to the Premises.

III. RENT

3.01. Lessee agrees to pay to Lessor the sum of TEN AND NO/100THS DOLLARS ($10.00) as rental for the term of this Agreement.

Time and Manner of Payment

3.02. All rent due under this Article shall be paid by City in advance, on the first business day of the first month of the Term. All installments of rent shall be paid in lawful money of the United States to the County of Hidalgo, Attention: County Judge, at Edinburg, Texas 78539, unless and until County notifies City in writing to make payments to any other location.

IV. TAXES

City shall pay and discharge all taxes, general and special tax assessments, and other charges which are levied on or assessed against the Premises and all interests in the Premises and all improvements and other property on the Premises during the term of this Agreement, whether belonging to County or to City, City shall pay all such taxes, charges and assessments directly to the public officer charged with their collection not less than twenty-five (25) days before the same shall become delinquent.

V. UTILITIES

City shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the Premises throughout the term of this Agreement, including any connection fees.

VI. USE OF PREMISES

6.01. City shall have the right to use the Premises solely for the purpose of a recycling center drop-off point. In this connection, it is understood and agreed that City

shall not permit the use of the Premises for storage of any material in excess of sixty (60) days.

Illegal Use Not Permitted

6.02. City agrees not to use any part of the Premises or any structure situated or to be situated upon the Premises for any use or purpose in violation of any applicable law, (including any Hazardous Waste Law), regulation or ordinance of the United States, the State of Texas, County of Hidalgo, or the City of Edinburg or other lawful authority having jurisdiction over the Premises.

(a) Without limiting the foregoing, the term "Hazardous Waste Law" shall mean any provision of Federal, State or Local law or regulation or common law, in effect on the date hereof (and as hereafter amended from time to time) or hereafter enacted or imposed, pertaining to health, safety or environmental protection, including, but not limited to, the Comprehensive Environmental Response, Compensation an Liability Act of 1980, as amended by Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, and the Texas Water Code and the Texas Solid Waste Disposal Act. The term "environment" means any surface or groundwater, drinking water supply, land, surface or subsurface strata or the ambient air. The term "release" means spilling, leaking, dumping or disposing into the environment.

(b) City represents and warrants to County that (i) City will not be involved in operations at or near the Leased Premises, which operations could lead (A) the imposition of liability under any Hazardous Waste Law on County, or on any subsequent owner of the Leased Premises, or (B) the creation of a lien on the Leased Premises under any Hazardous Waste Law or under any similar laws or regulations.

(c) To the extent allowable by Texas Law, City agrees to indemnify County against and agrees to defend and hold County harmless from any claim, obligations, liability, loss, damage or expense (including, without limitation, attorney's fees and court costs) or whatever kind or nature, contingent or otherwise, known or unknown, accruing after the execution date of this Agreement, (i) that is incurred or imposed based upon any Hazardous Waste Law and that arises out of any act or omission of City, its employees, agents or representatives that causes the release of any substance into the environment, that arises out of the use, control or operation by City or any area within the Leased Premises from which any substance is released into the environment, or (ii) that otherwise arises from the breach by City of any representation, warranty or covenant made by City in this Agreement relating to the use, storage or disposal of hazardous materials.

(d) County warrants that it is not aware, after reasonable inquiry, of any potential hazardous waste law under Federal, State, or Local Law violations.

Clean-up by City

6.03. City will comply with all governmental regulations, laws, rules and ordinances, all industry standards and insurance requirements, all a City's sole cost, expense and risk. Prior to the end of the term of this Agreement, or within thirty (30) days of the termination of this Agreement if this Agreement terminates for any reason prior to the Termination Date, City will perform all necessary clean-up, testing and backfilling necessary to assure that the Leased Premises is not contaminated with any gasoline, petroleum product or hazardous material or in violation of any Hazardous Waste Law, and restore any such areas to grade. City will, without limiting the generality of the foregoing, test the Lease Premises (including subsurface soil and will

deliver copies of the testing report showing no contamination on the site to County). To the extent allowable under Texas Law, City agrees to indemnify and hold County harmless against any and all cost, expense and liability arising from the location, maintenance or operation of the recycling center on the Leased Premises (whether existing on the Leased Premises as of the date of the execution of this Agreement or installed during the tenancy provided for under this Agreement) including, without limitation, any leaks therefrom or contamination of the Premises or adjacent property therefrom. As of the execution of this contract, County represents that it does not know of any hazardous conditions that would violate the provisions of this section 6.03.

VII. GENERAL CONDITIONS

7.01. City shall have the right at any time and from time to time during the term of this Agreement, to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the Leased Premises, and correct and change the control of the Leased Premises, subject to the following general conditions:

a. The cost of any such work shall be borne and paid by the City.
b. The leased Premises shall at all times by kept free of mechanics' and materialmen's liens.
c. County shall be notified of the time of commencement and the general nature of any such work, other than routing maintenance of existing buildings or improvements at the time of commencement.
d. The provisions of Article 7.04 concerning County's approval of plans shall be followed.

Ownership of Buildings, Improvements, and Fixtures

7.02 Subject to the provisions of Article 7.04 hereof, any and all buildings, improvements, additions, alterations, and fixtures, except furniture and trade fixtures,

constructed, placed, or maintained on any part of the Leased Premises (the "Improvements") during the Term shall be considered part of the real property of the Premises and on termination of this Agreement shall at County's option either remain on the Premises and become the property of County, or removed at City's expense. If County elects for City to remove the improvements, City shall, at City's expense, restore the real property to grade.

Termination Prior to End of Ten-Year Term

7.03 Should County elect to terminate this Agreement other than for a default by City under Article 13 of this Agreement during the ten year term of this Agreement ("the Primary Term") then County shall pay the City's pro rata share ("Share", as hereinafter defined) of construction investment (the "Investment") in the Leased Premises. Investment shall mean the sum of $60,000 regardless of whether City's actual cost equals such sum. Share shall mean, for the purpose of computing the dollar amount due City by County under this Article 7.03, the Investment multiplied by a fraction, the numerator of which is the number of days remaining in the Primary Term and the denominator of which is 365.

Right to Remove Improvements

7.04 City shall have the right at any time during City's occupancy of the Leased Premises, or within a reasonable time thereafter, to remove any and all furniture, machinery, equipment or other fixtures owned or placed by City, its subleases, in, under or on the Leased Premises, or acquired by City, whether before or during the term hereof, provided, however, that prior to the termination of this Agreement, City must repair any damage to the Improvements on the Premises resulting from their removal if

County elects under its option in Article 7.02 of this Agreement for the Improvements to remain on the Leased Premises. In the event any items other than the Improvements which are not removed or required by County to be removed by the termination date of this Agreement shall become the property of County as of that date.

VIII. ENCUMBRANCE OF LEASEHOLD ESTATE
City's Right to Encumber

8.01. City may not, at any time, encumber the leasehold interest, by deed of trust, mortgage, to any of those enumerated or not, the time for commencing or completing, or both, of the restoration will automatically be extended for the period of each such delay.

IX. REPAIRS, MAINTENANCE AND RESTORATION
City's Duty to Maintain and Repair

9.01. At all times during the term of this Agreement, City will keep and maintain, or cause to be kept and maintained all buildings and improvements which may be erected on the Leased Premises in a good state of appearance and repair, reasonable wear and tear excepted, at City's own expense.

Damage or Destruction

9.02. In the event any building or improvement constructed on the Leased Premises is damaged or destroyed by fire or any other casualty, regardless of the extent of such damage or destruction, City shall, within sixty days (60) from the date of such damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction or replacement with reasonable diligence so that the improvements shall be restored to substantially the condition it was prior to the happening of the casualty; provided, however, that if commencement or completion of this restoration is prevented or delayed by reason of

war, civil commotion, acts of God, strikes, governmental restrictions or regulations, or interferences, fire or other casualty, or any other reason beyond the control of City, whether similar to any of those enumerated or not, the time for commencing or completing, or both, of the restoration will automatically be extended for the period of each such delay.

X. LIENS

10.1 City shall not cause or permit any mechanic's liens or other liens to be filed against the fee of the Leased Premises or against City's leasehold interest in the land or any buildings or improvements on the Leased Premises by reason or any work, labor, services, or materials supplied or claimed to have been supplied to City or to anyone holding the Leased Premises or any part of them through or under City. If such a mechanic's lien or materialman's lien is recorded against the Leased Premises or any buildings or improvements on the Premises, City shall either cause the same to be removed or, if City in good faith desires to contest the lien, they shall take timely action to do so at City's sole expense. If City contests the lien, to extent allowable under Texas Law, City agrees to indemnify County and hold County harmless from all liability for damages occasioned by the lien or the lien contest and shall, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed prior to execution of the judgment.

XI. INSURANCE AND INDEMNIFICAITON
Insurance on Buildings and Improvements

11.01. At all times during the term of this Agreement, City shall keep all buildings and other improvements located or being constructed on the Leased Premises insured against loss or damage by fire, with extended coverage endorsement or its

equivalent. The insurance shall be carried by insurance companies authorized to transact business in Texas, selected by City and approved by County and any Lender under Article 8 of this Agreement. The insurance shall be paid for by City and shall be in amounts not less than eighty percent (80%) of the fair insurable value of the buildings and other improvements. Such policy or policies of insurance shall name both County and City as a named insured and shall provide that any loss shall be payable solely to City, which sum City shall use for repair and restoration purposes. Should City not repair and restore the Leased Premises within six (6) months from the date of any such loss, then notwithstanding any provision herein to the contrary, County may terminate this Agreement without penalty or notice. Should such termination of this Agreement occur under this Article 11.01, City shall comply with all covenants and agreements imposed on City under this Agreement related to or connected with City's obligations on termination of this Agreement related to or connected with City's obligations on termination of this Agreement.

Liability Insurance

11.02. At all times during the term of this Agreement, City shall provide and keep in force during the term of this Agreement, liability insurance covering County and City for liability for property damage and personal injury. This insurance shall be carried by one or more insurance companies selected by City and approved by County Judge, shall be paid for by City. The insurance provided pursuant to this section shall be in the amount of not less than $2,000,000 per occurrence/$4,000,000 aggregate. This insurance shall protect County and City against liability to any employees or servants of City and to any other person or persons whose property damage or

personal injury arises out of or in connection with the occupation, use, or condition or the Leased Premises.

11.03. Lessee agrees to obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the Premises. This insurance shall be carried by insurance companies authorized to transact business in the State of Texas, selected by City and approved by County, and shall be paid for the City. The insurance shall have limits of not less than $2,000,000 per occurrence/$4,000,000 aggregate, an shall protect County and City, as well as any other person or persons City may designate, against all liability for injury or damage to any person to any person or property in any way arising out of demolition, excavation or construction work on the Premises.

Certificates of Insurance

11.04. City shall furnish County with certificates of all insurance required by this Article. City agrees that if it does not keep this insurance in full force and effect, County may notify City of this failure, and if City does not deliver to County certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, County may, at its option, take our and/or pay the premiums on the insurance needed to fulfill City's obligations under the provisions of this Article. Upon demand from County, City shall reimburse County the full amount of any insurance premiums paid by County pursuant to this section, with interest at the rate of ten percent (10%) per annum from the date of County's demand until reimbursement by City.

Indemnification of County

11.05. County shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Premises, or any part of the Leased Premises, or caused by any defect in any building, structure, improvement, equipment, or facility on the Leased Premises or caused by or arising from any act or omission of City, or of any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land or occasioned by the failure of City to maintain the Premises in safe condition. City waives all claims and demands on its behalf against County for any such loss, damage, or injury and to extent allowable under Texas Law, agrees to indemnify and hold County entirely free and harmless from all liability for any such loss, damage, or injury of other persons, and from all cost and expenses arising from any claims or demands of other persons concerning any such loss, damage, or injury.

XII. ASSIGNMENT AND SUBLEASE

12.01. City may not sell or assign it leasehold estate in its entirety or any portion of it, or sublet the Leased Premises or any portion of them or any portion of any building or other improvement erected on the Premises without County's prior written consent.

XIII. DEFAULT AND REMEDIES
Termination on Default

13.01. Should City default in the performance of any covenant, condition, or agreement in this Agreement, and not correct the default within sixty (60) days after receipt of written notice (the "cure period") from County to City, the County may declare this Agreement, and all rights and interests by it, to be terminated. If the default involves cleaning a hazardous condition or an environmental problem, then upon written

request by the City to the County within the 60-day cure period, if the City shows evidence that a diligent effort is being made to provide a curing of the default but additional time is needed, the County shall consider granting a reasonable extension of the cure period, not to exceed sixty (60) days. Such an extension shall not be unreasonably withheld. Upon the expiration of the cure period, this Agreement shall cease and come to an end as if the end of the cure period were the day originally fixed in this Agreement for its expiration. County or County's agent or attorney may resume possession of the Premises.

Other Remedies

13.02 Any termination of this Agreement as provided in this Article shall not relieve City from the payment of any sum or sums that are due and payable to County under this Agreement at the time of termination, or any claim for damages then or previously accruing against City under this Agreement, and any such termination shall not prevent County from enforcing the payment of any such sum or sums or claims for damages by any remedy provided for by law, or from recovering damages from City for any default under this Agreement. All rights, options and remedies of County contained in this Agreement shall be construed and held to be cumulative, and not one of them shall be exclusive of the other, and County shall have the right to pursue any one or all such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement. No waiver by County of a breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

XIV. TERMINATION BY COUNTY WITHOUT CAUSE

14.01. County may, if applicable, terminate this Agreement without cause upon eighteen (18) months written notice to the City. Should County elect to terminate this Agreement without cause under this Article 14.01, City shall nevertheless comply with all covenants and agreements under this Agreement imposed on City related to or connected with City's obligations or termination of this Agreement.

XV. COUNTY'S WARRANTIES AND COVENANTS

Warranty of Title

15.01. County hereby represents and warrants that it is owner in fee simple absolute of the Leased Premises, subject only to the following covenants, conditions, restrictions, easements and other matter of record.

Warranty of Quiet Enjoyment

15.02. County covenants and agrees that as long as City pays the rent and other charges as provided in this Agreement and observes and keeps the covenants, conditions, and terms of this Agreement, City shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement without hindrance or molestation by County or any person claiming under County.

XVI. GENERAL PROTECTIVE PROVISIONS

Right of Entry and Inspection

16.01. City shall permit County of County's agents, representatives, or employees to enter on Leased Premises for the purpose of inspection, determining whether City is in compliance with the terms of this Agreement, maintaining, repairing or altering the Premises, or showing the Leased Premises to third parties.

No Partnership or Joint Venture

16.02. The relationship between County and City at all times shall remain solely that of landlord and tenant and not to be deemed a partnership or a joint venture.

Force Majeure

16.03. It is expressly understood and agreed that if the construction of the building provided for in Article 7 of this Agreement or the curing of any default (other than failure to pay rent, insurance premiums, or ad valorem taxes) or the performance of any other covenant, agreement, obligations, or undertaking contained in this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or any other circumstances beyond City's control or beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, each party so delayed shall be excused from doing or performing the same during the period of delay.

No Waiver

16.04. No waiver by either party of any default or breach of any covenant, condition or stipulation contained in this Agreement shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation of this Agreement.

XVII. MISCELLANEOUS
Delivery of Rents and Notices

17.01. All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered,

postage prepaid, to the addresses stated in this section an shall be deemed to have been given at the time of personal delivery or at the time of mailing.

All payments notices, demands, or requests from City to County shall be given or mailed to County to the attention of County Judge, Hidalgo County Courthouse, Edinburg, Texas 78539, or such other address as requested by County in writing.

All payments, notices, demands, or requests from County to City shall be given or mailed to City to the attention of City Manager, P.O. Box 1079, Edinburg, Texas 78540.

Parties Bound

17.02. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Texas Law to Apply

17.03. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Hidalgo County, Texas.

Legal Construction

17.04. 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, this invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Prior Agreements Superseded

17.05. This Agreement constitutes the sole and only agreement of the parties to this Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Amendment

17.06. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

Rights and Remedies Cumulative

17.07. The rights and remedies provided by this agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, stature, ordinance, or otherwise.

Attorney's Fees and Costs

17.08. If as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.

Time of Essence

17.09. Time is of the essence of this Agreement.

Further Documents

17.10. County agrees that it will from time to time and at any reasonable time execute and deliver to City other and further instruments and assurances as City may reasonably request, approving, ratifying and confirming this Agreement and the

leasehold estate created by this Agreement and certifying that this Agreement is in full force and effect and that no default under this Agreement on the part of City exists, except that if nay default on the part of City does exist, County shall specify in any such instrument each such default.

IN WITNESS WHEREOF, EXECUTED by the City of Edinburg and the County of Hidalgo, Texas, acting under the authority of their respective governing bodies in duplicate originals on the date indicated above.

CITY OF EDINBURG

BY: _____
Juan Jose "J. J." Rodriguez
City Manager

ATTEST:
BY: _____
Myra L. Ayala Garza, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

BY: _____
Ricardo Gonzalez, City Attorney

COUNTY OF HIDALGO

BY: _____
J.D. Salinas, County Judge

ATTEST:
BY: _____
Arturo Guajardo Jr., County Clerk

INTERLOCAL AGREEMENT: CITY OF EDINBURG AND HIDALGO COUNTY
(Property for Recycling Center)

I-08-268-10-28

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 10/28/08

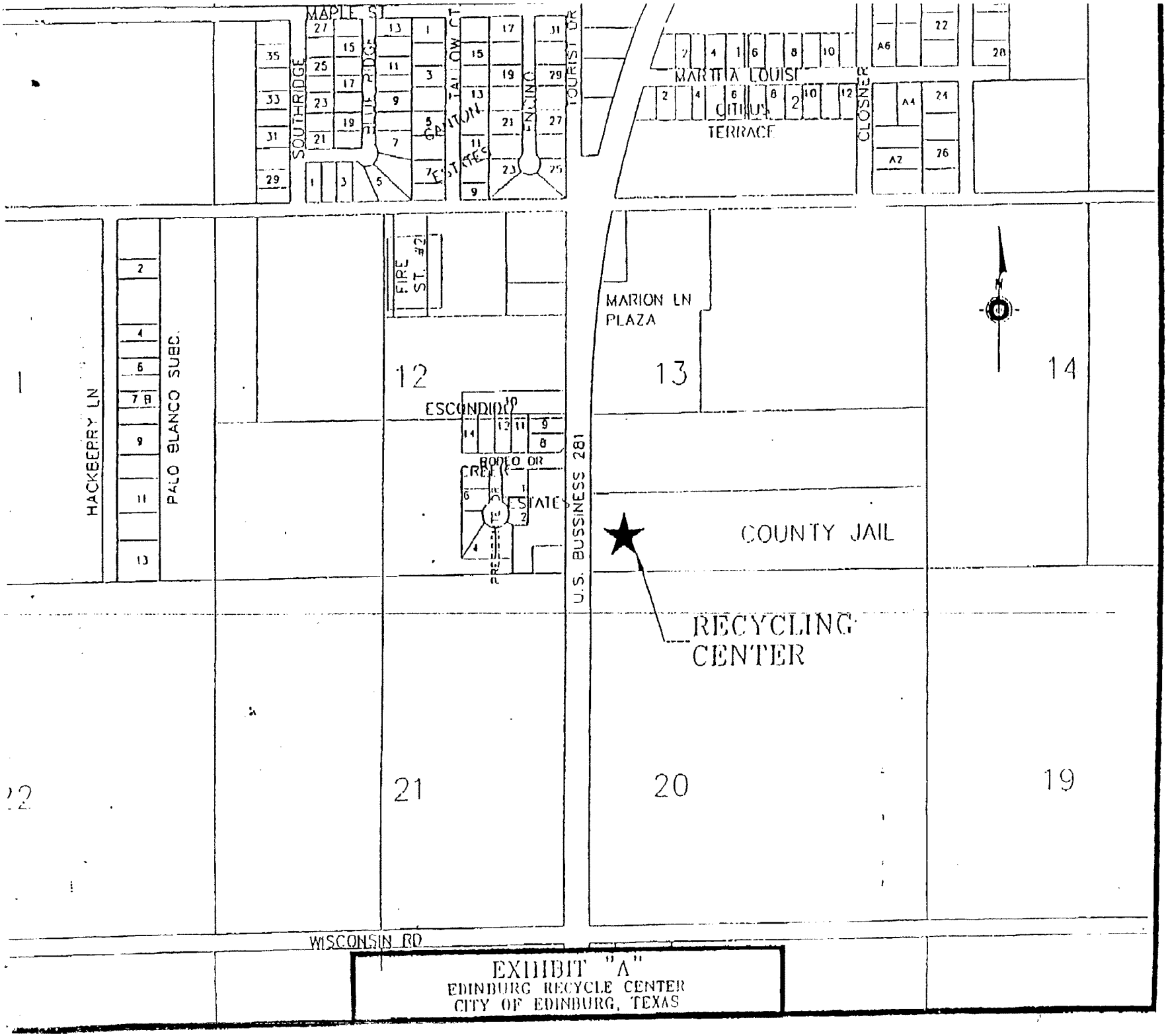

EXHIBIT "A"
EDINBURG RECYCLE CENTER
CITY OF EDINBURG, TEXAS

AI-11862 **19.A.11.**

Computer & Peripherals Purchase

CC REGULAR

Date: 10/28/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Department of Emergency Services:
Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor-Dell Marketing L. P. contract #DIR-SDD-192 through requisition #141611 in the amount of $6,347.50

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100422103000010745
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req # 141611

Attachments

Link: Computer Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 05:16 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:45 AM	APRV
3	Erika Reyna	Erika Reyna	10/23/2008 09:31 AM	APRV
4	Auditor's Office	Becky Morales	10/23/2008 10:28 AM	APRV
5	Court Administrator	Angela Garcia	10/23/2008 11:33 AM	APRV
Form Started By: Matilde Faz			Started On: 10/22/2008 02:23 PM	
Final Approval Date: 10/23/2008				

Requisition

Req # 00141611

PO #

Date: 10/15/08

Regular # 11862 10/28/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	Dell Computer - OptiPlex 755 Ultra Small Form Factor, 17 Inch UltraSharp 1708FP Flat Panel, 160GB SATA 3.0 Gb/s and 8MB Data Burst Cache, Mouse Included with Keyboard.	1,275.50	1,275.50
4	EACH	Dell Computer - OptiPlex 755, Ultra Small Form Factor, 4GB, Non-ECC, 800 MHz, DDR2, 2X2GB, 1908 FP Flat Panel, 19 Inch VIS, Mouse Included with Keyboard.	1,268.00	5,072.00
		Account No	Encumbrance	
		8-1100-422-10-300-001-0-745	6,347.50	
			Freight	.00
			Total	6,347.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DR

Authorized By: _____

Req #141611

DELL

QUOTATION

QUOTE #: 454550724
Customer #: 8937178
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 10/15/08
Customer Name: COUNTY OF HIDALGO

Date: 10/15/08 5:04:33 PM

TOTAL QUOTE AMOUNT:	$5,072.00		
Product Subtotal:	**$5,072.00**		
Tax:	**$0.00**		
Shipping & Handling:	**$0.00**		
Shipping Method:	**Ground**	**Total Number of System Groups:**	**1**

GROUP: 1	QUANTITY: 4	SYSTEM PRICE: $1,268.00	GROUP TOTAL: $5,072.00
Base Unit:		OptiPlex 755 Ultra Small Form Factor,Core 2 Duo E6550/2.33GHz,4M,VT,1333FSB (223-0637)	
Processor:		NTFS File System,Factory Install (420-3699)	
Memory:		4GB,Non-ECC,800MHz DDR2,2X2GB OptiPlex 755 (311-7444)	
Keyboard:		Bluetooth Keyboard and Mouse Black,English,Dell OptiPlex (310-7987)	
Monitor:		Dell UltraSharp 1908FP Flat Panel with Height Adjustable Stand,19.0 Inch VIS,OptiPlex Precision and Latitude (320-5292)	
Video Card:		Integrated Video,GMA3100,Dell OptiPlex 755 (320-5642)	
Hard Drive:		160GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex755 (341-5473)	
Floppy Disk Drive:		No Floppy Drive, Dell OptiPlex745 and 755 Ultra Small Form Factor (341-3912)	
Operating System:		Windows XP PRO SP2 with Windows Vista Business LicenseDell OptiPlex,English,Factory Install (420-6972)	
Mouse:		Mouse included with Keyboard purchase (310-1966)	
TBU:		vPro Secure Advanced Hardware Enabled Systems Management Dell OptiPlex (310-9491)	
CD-ROM or DVD-ROM Drive:		8X DVD+/-RW,OptiPlex 755 UltraSmall Form Factor (313-5514)	
CD-ROM or DVD-ROM Drive:		Roxio Creator Dell Edidion,9.0Dell OptiPlex (420-7963)	
CD-ROM or DVD-ROM Drive:		Cyberlink Power DVD 8.0,with Media,Dell OptiPlex (420-8856)	
Speakers:		Internal Chassis Speaker Option,Dell OptiPlex 745 and and GX620 Ultra Small Form Factor (313-3353)	
Documentation Diskette:		Resource DVD contains Diagnostics and Drivers for Vista Dell OptiPlex (310-8762)	
Bundled Software:		You have chosen a vPro System (310-9490)	
Factory Installed Software:		Energy Smart,Energy Star,EIST for OptiPlex (if applicable) (310-9504)	
Service:		ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (984-6640)	
Service:		ProSupport for IT: Next Business Day Parts and Labor Onsite Response Initial Year (985-5930)	
Service:		Dell Hardware Limited Warranty Plus Onsite Service Initial Year (989-1567)	
Service:		ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended (984-0002)	
Service:		Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (989-1568)	
Service:		ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (985-0482)	
Service:		Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-31 (989-3449)	
Installation:		Standard On-Site Installation Declined (900-9987)	

Misc:	Shipping Material for System Trinity Ultra Small Form Factor,Dell OptiPlex (310-9333)
Misc:	WINDOWS XP STICKER, OPTI/PWS/LAT/INSP/DIM (466-2909)
	Vista Premium Downgrade Relationship Desktop (310-9161)
	Keep Your Hard Drive, 3 Year (984-0092)

SALES REP:	Tiffany Washington	PHONE:	1-800-576-6038
Email Address:	tiffany_washington@dell.com	Phone Ext:	7241768

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

***Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.
Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

Req 00146611

DELL

178136

QUOTATION

QUOTE #: 454274892
Customer #: 8937178
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 10/14/08
Customer Name: COUNTY OF HIDALGO

Date: 10/14/08 1:03:45 PM

TOTAL QUOTE AMOUNT:	$1,275.50		
Product Subtotal:	$1,275.50		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: $1,275.50	GROUP TOTAL: $1,275.50
Base Unit:		OptiPlex 755 Ultra Small Form Factor,Core 2 Duo E6550/2.33GHz,4M,VT,1333FSB (223-0637)	
Processor:		NTFS File System,Factory Install (420-3699)	
Memory:		4GB,Non-ECC,800MHz DDR2,2X2GB OptiPlex 755 (311-7444)	
Keyboard:		Bluetooth Keyboard and Mouse Black,English,Dell OptiPlex (310-7987)	
Monitor:		Dell 17 Inch UltraSharp 1708FPFlat Panel and All in One Stand,OptiPlex 755 Ultra SmallForm Factor (320-5745)	
Video Card:		Integrated Video,GMA3100,Dell OptiPlex 755 (320-5642)	
Hard Drive:		160GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex755 (341-5473)	
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TBU:		vPro Secure Advanced Hardware Enabled Systems Management Dell OptiPlex (310-9491)	
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Service:		ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (984-6640)	
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Service:		Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (989-1568)	
Service:		ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (985-0482)	
Service:		Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-31 (989-3449)	
Installation:		Standard On-Site Installation Declined (900-9987)	

Misc:	Shipping Material for System Trinity Ultra Small Form Factor,Dell OptiPlex (310-9333)
Misc:	WINDOWS XP STICKER, OPTI/PWS/LAT/INSP/DIM (466-2909)
	Vista Premium Downgrade Relationship Desktop (310-9161)
	Keep Your Hard Drive, 3 Year (984-0092)

SALES REP:	Tiffany Washington	PHONE:	1-800-576-6038
Email Address:	tiffany_washington@dell.com	Phone Ext:	7241768

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

***Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

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Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

AI-11861 **19.A.12.**

Roadway Light Fixtures Maintenance for Precincts
CC REGULAR

Date: 10/28/2008
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) as attached hereto for: Roadway Light Fixture Maintenance on an as needed basis for Precincts Project-RFQ No. 2008-109-11-19.

BACKGROUND

Draft Specifications
Draft Contract

Proposed Ad Dates:

1st ad - November 01, 2008
2nd ad - November 08, 2008
Bid Opening Date: November 19, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-431-00-12X-03X-0-841
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1315-431-00-121-031-0-841 Available balance as of 10-23-08 $3,024.00
8-1315-431-00-123-030-0-841 Available balance as of 10-23-08 $1,000.00
8-1100-415-18-160-001-0-540 Available balance as of 10-23-08 $16,102.71

Attachments

Link: draft contract
Link: draft specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/23/2008 02:15 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 02:20 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/23/2008 03:33 PM	APRV

4	Auditor's Office	Linda Fong	10/24/2008 01:07 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 01:07 PM	APRV

Form Started By: Olga Montero Started On: 10/22/2008 02:01 PM

Final Approval Date: 10/24/2008

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-109-00-00

THIS CONTRACT is made and entered into this —— day of _____, **2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, a Texas Sole Proprietor ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Light Fixtures Maintenance"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County (Precinct Nos. 1 & 3)** for "Light Fixtures Maintenance ". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County (Precinct Nos. 1 & 3)** following a request for Services by the **Chief Deputy** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for the period of one year from _____**, 2008** and ending _____**, 2008,** unless this Contract is terminated pursuant to the provisions herein, whichever occurs first and with the option.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

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

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (But in no event to exceed the statutory bid limit of $25,000.00) attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

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

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

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

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

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

DRAFT

WITNESS our hands in duplicate originals this ___day of_____ 2008.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo Jr.

COMPANY:
By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

Exhibit ''A''

DRAFT

HIDALGO COUNTY
(Precinct Nos. 1 & 3)-
''LIGHT FIXTURES MAINTENANCE''
RFSQ NO. 2008-109-00-00-otm
_____, 2008

GENERAL TERMS AND CONDITIONS

The County of Hidalgo is seeking sealed quotes for: **''LIGHT FIXTURES MAINTENANCE''** to be awarded based on a monthly fee. The term of the sealed quote shall be for a period of one year to commence upon award, but in no event to exceed the statutory bid limit of $25,000.0 a year.

Sealed quotes are due by no later than, 9:00 a.m., Monday, _____, 2008.

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994-00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 ½ Rd.) Circuits E,F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

Hidalgo County reserves the right to accept or reject sealed quotes submitted, waive minor formalities, accept the bid deemed most advantageous to Hidalgo County to hold sealed quotes for a period of sixty (60) days without taking action thereon.

In cases of discrepancy between unit price and extension, the unit price shall govern.

The bidder who is awarded will ensure that all insurance documentation (see Exhibit ''C'') will be submitted to the Hidalgo County Purchasing Department at the time of sealed quote submission. Bonding and worker's compensation documentation shall also be provided to the Hidalgo County Purchasing Department for qualification of sealed quote. Unless all insurance documentation is submitted, sealed quote will not be considered.

EXHIBIT ''A''

DRAFT

SPECIFICATIONS

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.

2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.

3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.

4. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.

5. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.

6. **BIDDER QUALIFICATIONS:** Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.

7. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an ''as needed basis only''.

8. In the event the contractor fails to perform routine emergency lighting repairs in an ''as built'' and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.

9. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.

10. The following price schedule will be utilized throughout the agreement period to pay for services.

11. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.

12. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.

13. All materials incorporated in the work, to be accepted by the County shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.

14. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.

DRAFT

CLARIFICATION: Traffic control is to be included in all costs quotes and in accordance with item 13 below. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

DRAFT

HIDALGO COUNTY (PALMVIEW)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48

HIDALGO COUNTY (MID VALLEY)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

EXHIBIT ''B''

DRAFT

HIDALGO COUNTY
(Precinct Nos. 1 & 3)-
''LIGHT FIXTURES MAINTENANCE''
RFSQ NO. 2008-109-00-00-otm

BID PAGE

Item	Qty.	Description	Unit Cost
01.		LANE CLOSURE	$
02.		REMOVE AND REPLACE LUMINAIRE FIXTURES	$
03.		REPLACE WIRE AND FUSES	$
04.		REMOVE AND REPLACE PHOTO CELLS	$
05.		REMOVE AND REPLACE LAMPS	$
06.		REMOVE AND REPLACE BALLASTS	$
		SEE ATTACHED SPECIFICATIONS FOR GENERAL REQUIREMENTS	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaires, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole $

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole $

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common: $_____ Per foot

Rocky: $_____ Per foot

EXHIBIT ''B''

DRAFT

HIDALGO COUNTY
(Precinct Nos. 1 & 3)-
''LIGHT FIXTURES MAINTENANCE''
RFSQ NO. 2008-109-00-00-otm

CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	$
b.	Electrician	$
c.	Operator	$
d.	Ground Men/ Labor	$
e.	12 Ton 56" JLG Crane	$
f.	4 Ton 46' Nat'l Crane with Bucket	$
g.	Altec AM 660 Bucket 40'	$
h.	Hi Ranger TDI 65 55'	$
i.	30 HP 360 Case Trencher/ Backhoe	$
j.	6010 Case Directional Drill up to 4" inch	$
k.	6010 Case Directional Drill up to 8" inch	$
l.	Water Truck with Mud System	$
m.	Dump Truck	$
n.	1 Ton Pick up with Tools	$
o.	Generator	$
p.	Compressor	$
q.	Digger Derrick	$
r.	Vacuum Excavator	$

AI-11849 **19.A.13.**

Requesting for Payment for Agua Special Utility District
CC REGULAR

Date: 10/28/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval to comply with Agua Special Utility District Resolution No. 040 (Subdivision Water Facilities Construction) for the Hidalgo County Headstart Central Kitchen and pay fees in the amount of $32,810.00 with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-444-00-220-032-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $57,379.00 as of 10/23/08.

Attachments

Link: Agua Special Utility District
Link: Report
Link: Letter from ROFA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/23/2008 01:55 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 02:16 PM	APRV
3	Dale Kennan	Dale Kennan	10/23/2008 03:44 PM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 01:40 PM	APRV
5	Dina Trevino		10/24/2008 05:46 PM	NEW

Form Started By: Rocio Villarreal Started On: 10/22/2008 11:48 AM

Final Approval Date: 10/24/2008

AGUA SPECIAL UTILITY DISTRICT
RESOLUTION No. 040
Subdivision Water Facilities Construction

Project: Hidalgo County Headstart Central Kitchen ("Project")
SIR Competed: September 18, 2008
Owner: Hidalgo County ("Owner")

WHEREAS, pursuant to Article 5 of the AGUA SPECIAL UTILITY DISTRICT Rules ("Rules") effective October 1, 2008, the Agua Special Utility District ("District") is authorized to extend service to customers ("Developers") proposing a subdivision, additions to a subdivision, developments or other projects where service to more than one tract is necessary and which service under this section of the Rules is characterized as "Non-Standard" service: and,

WHEREAS, The District is further authorized to negotiate such terms and conditions with the Owner of the proposed Project that meet the requirements and procedures for subdivisions, additions to subdivisions, developments or other covered projects set out in the Agua SUD Rules and which may otherwise be required by law, and to incorporate those terms and conditions into a Non Standard Service Agreement ("NSSA"); and,

WHEREAS, the Owner of the proposed project is engaged in developing a 1 commercial lot subdivision. On a 1.66 acre tract of land being all of Lot 4 of Lot 23 in Mission Groves Estates, in Hidalgo County, Texas. The Hidalgo County Headstart Central Kitchen is located east of the existing Hidalgo County Headstart Center off Paula St. and is in between the east side of Moorfield Drive and west side of Schuerback Road.

WHEREAS, the Owner applied and remitted the investigation fee to the District as specified in the AGUA SUD Rules to investigate water service feasibility for the Project and the District's engineering firm, S&B Infrastructure ("Engineer") has provided the attached Service Investigation Report ("SIR") certifying that the Engineer has reviewed the Owner's drawings and specifications of water main sizes, water service size, number of services, offsite water infrastructure improvements, and other related matters for the project and the SIR confirms that the facilities proposed by the Owner for the Project appear in all respects to meet the requirements of the Agua SUD Rules, and applicable regulations of the Texas Commission on Environmental Quality; and,

WHEREAS, the fees estimated by the District to be required to be paid by the Owner to the District under the Rules as consideration for entering into a NSSA with the District for the proposed Project include the following:

	Description	Fee Per lot	Proposed No. lots	Total
1)	customer deposit	$50.00	1	$ 50.00
2)	inspection	$20.00	1	$ 20.00
3)	water meter fees	$ 1500.00	1	$ 1500.00

	Description	Fee Per LUE	Proposed No. LUEs	Total
4)	water rights	$ 1,900.00	10.0	$ 19,000.00
5)	front end Capital Contribution	$1,224.00	10.0	$ 12,240.00
6)	construction inspection fee (5% of total water infrastructue construction cost)			

$ 32,810; and,

WHEREAS, pursuant to the terms of the District's Rules, the SIR was presented to the Board of Directors of the Agua Special Utility District ("Board") for consideration on the 16 day of October, 2006;

WHEREAS, the Board has evaluated the feasibility of providing service to the property including the facilities that may be required to provide the service and that are consistent with the District's construction standards and infrastructure master plan, the cost of those facilities, the water flow necessary to serve the property, and the location of the property and has determined that the service can and should be provided;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors, that District accepts the SIR provided by the Engineer for the Project and is prepared to provide utility water service to the Project under the terms and conditions specified in the SIR, the Rules and applicable laws, upon execution by the Owner of an appropriate Non-Standard Service Agreement acceptable to the Board and the payment of the specified fees described in this resolution. The Service Investigation Report and the offer concerning the fees for the Project are valid for 45 days after the effective date of this resolution.

Effective this 16 day of October, 2008.

Efren Garza, President
Board of Directors
Agua Special Utility District

Attest:

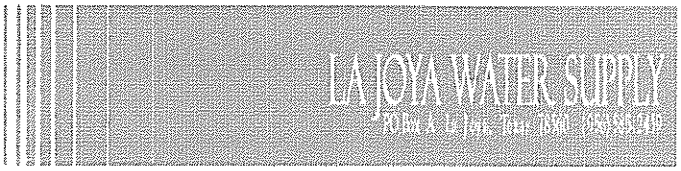
General Manager

SERVICE INVESTIGATION REPORT

FOR

HIDALGO COUNTY HEADSTART CENTRAL KITCHEN

Prepared for:
La Joya Water Supply Corporation



Prepared by:

S&B INFRASTRUCTURE, LTD.
Engineering ❖ Management ❖ Technology

McAllen, Texas

September 18, 2008

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I) MAP OR PRELIMINARY PLAT

S&B Infrastructure, Ltd (S&BI) received and reviewed a copy of the Hidalgo County Headstart Central Kitchen designed by Hinojosa Engineering, Inc.

The Hidalgo County Headstart Central Kitchen is located east of the existing Hidalgo County Headstart Center off Paula St. and is in between the east side of Moorfield Drive and west side of Schuerback Road.

The proposed project consists of 1 commercial lot. A 1.66 acre tract of land being all of Lot 4 of Lot 23 in Mission Groves Estates, in Hidalgo County, Texas.

Water Distribution System: The Developer proposes to connect to an existing 8" waterline located on the north side of Paula St. by installing a proposed 2" single service connection ahead of an existing 2" flush valve.

Sewerage Facilities: This subdivision will connect to an existing sanitary sewer provided by the city of Mission for sewer service.

II) INTENDED LAND USE OF THE PROPERTY

Hidalgo County Headstart Central Kitchen consists of 1 commercial lot.

III) NUMBER OF LUES & PROJECTED WATER DEMAND, AVERAGE AND PEAK DEMAND (GPM)

- **Projected Water Demand**

  The Developer calculated a maximum daily demand of 1,500 gal/day

  1 LUE = 1 Connection = 0.6 gpm X 24 hrs. X 60 min./hr. = 864 gal/day

  1,500 gal/day divided by 864 gal/day = 1.7 LUE

  S & B calculated the number of LUE for this subdivision at 1.7

- **Average Water Demand (GPM)**

  The daily treatment capacity needed for the subdivision will be 1.7 connections X 0.6 gpm/connection = 1.02 gpm

  S & B calculated the average water demand for this subdivision at 1.02 gpm

- **Peak Water Demand (GPM)**

1.7 connections X 2.0 gpm/connection = 3.4 gpm

S & B calculated the peak water demand for this subdivision at 3.4 gpm

IV) CONSTRUCTION SCHEDULE

Not provided by the Developer

V) ON-SITE STORAGE AND PRESSURIZATION FACILITIES TO REDUCE PEAK DEMANDS.

The existing 8" waterline running along the north side of Paula St. currently has a pressure of 49 psi which is enough pressure to supply water to this facility.

VI) ADDITIONAL INFORMATION / COMMENTS

a) The developer is responsible for the proposed 10-ft dedicated easement to La Joya WSC easement and all associated costs and to comply with Non Standard Service Agreement (NSSA)

b) If the purchaser(s) of a lot requires a commercial lot and subsequently determines that a larger meter is required, then the LUE will need to be calculated and appropriate fees on the upgrade must be paid to the Corporation prior to the initiation of service on such larger meter(s).

c) 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.

d) The following fees, dedications and other items will also be required:
   1. Payment of Membership Fee per meter;
   2. Payment of Inspection Fee per meter;
   3. Acquisition and dedication of all exclusive easements required by La Joya WSC;
   4. Payment of Meter Installation Fees;
   5. Payment of Front-End Capital Contributions Fees;
   6. Payment of Water Rights Acquisition Fees;
   7. Payment of Construction Inspection Fee;

e) The Developer is responsible for all construction permitting and associated costs.

f) If the Developer wishes for the Receiver to review this report for service feasibility, the Developer must request it in writing to the Receiver along with a copy of this report.

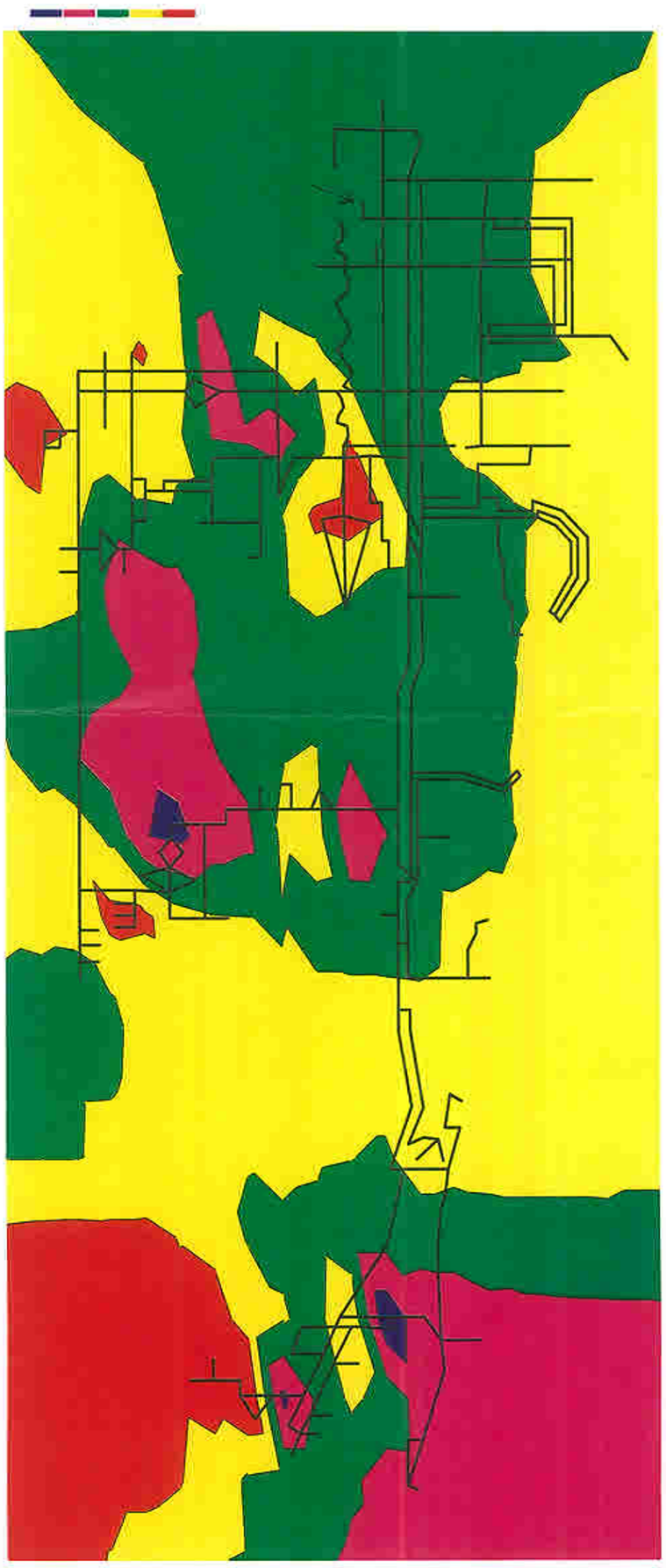
g) If the Receiver finds that service is feasible the receiver will execute a resolution and Non-Standard Service Agreement detailing all costs, fees and improvements required by the Developer.

h) After construction please submit 2 complete sets of As-Built Plans and a CD with the Subdivision Plat and Layouts (AutoCAD format).

Should you have any questions or desire additional information, please do not hesitate to call me at (956) 926-5000.

Sincerely,

Dario V. Guerra III, P.E.
Engineer for La Joya WSC



rofa architects

rike
ogden
figueroa
allex

September 29, 2008

Mr. Jose Rodriguez
S & B Infrastructure
5408 North 10th Street
McAllen, Texas 78504

RE: Hidalgo County Head Start Central Kitchen

Dear Mr. Rodriguez,

We are requesting a 2 inch water meter at the Hidalgo County Headstart Central Kitchen located in Paula Street in Mission, Texas.

If you have any questions please call our office.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

LF/dt

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

AI-11830 **19.A.14.**

Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products
CC REGULAR

Date: 10/28/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contracts to multiple bidders (Hollon Oil Co. and Oil Patch Fuel & Supply, Inc.) with the lowest bid (item by item) meeting all requirements as attached hereto for: Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products. RFB No. 2008-355-09-24-otm

BACKGROUND

ON AN AS NEEDED BASIS (HIDALGO COUNTY)
DRAFT CONTRACT APPROVED BY LEGAL COUNSEL
ACCEPTANCE SHEET/PARTICIPATION LOG ATTACHED

Fiscal Impact

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

BUDGETARY IMPACT:

For funding availability please see the attached 2008 Expense Report for Objects 672, 681 & 683 (dated as of 10-23-08).

Attachments

Link: Hollon Oil Contract
Link: Oil Patch contract
Link: ACCEPTANCE SHEET
Link: PARTICIPATION LOG
Link: 2008 Exp Rpt for Obj 672, 681 & 683 (10-23-08)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 03:54 PM	APRV
2	Budget & Management	Veronica Lopez	10/22/2008 04:42 PM	APRV

3	Dale Kennan	Dale Kennan	10/23/2008 07:57 AM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 01:45 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 03:51 PM	APRV

Form Started By: Olga Montero Started On: 10/21/2008 02:41 PM

Final Approval Date: 10/24/2008

REQUIREMENTS AGREEMENT
C-08-355A-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, **2008** by and between **Hollon Oil Company**, a Texas Corporation ("Seller") and **Hidalgo County,** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **Six (6) Months** 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 and 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 and deliver to Buyer, all of the Products that Buyer may require for use by Buyer in "Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products" an area of Hidalgo County projects for a period of **Six (6) months** from **October 28, 2008** to **April 27, 2009, and may be extend for an additional six (6) months** (contingent upon cost to remain unchanged) and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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. 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:
Hollon Oil Company
Attn: Daniel Arriaga, Sales Manager
1300 Davenport
Weslaco, Texas 78596

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

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.

HIDALGO COUNTY

By:_____
Juan D. Salinas, III,County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Hollon Oil Company

By:_____

Printed Name: _____

Title:_____

Approved on Commissioners' Court _____, 2008

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
SPECIFICATIONS
TERMS & CONDITIONS

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2008-355-09-24-otm

I. SPECIFICATIONS, GENERAL INSTRUCTIONS AND CONDITIONS TO BIDDERS:

1. Bids must be submitted by and will be opened at **9:30 A.M., WEDNESDAY, SEPTEMBER 24, 2008** in the conference room located in the New Administration Building, 2812 S. Business Hwy 281, Edinburg, Texas.

2. Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

3. **BID ACCEPTANCE:**

   a) **UNSIGNED BIDS WILL NOT BE CONSIDERED.**
   b) **BIDS RECEIVED AFTER BID DATE WILL NOT BE CONSIDERED AND WILL BE RETURNED TO VENDOR UNOPENED.**
   BID DUE: 9:30 A.M. WEDNESDAY, SEPTEMBER 24, 2008
   c) **ONLY SEALED BIDS WILL BE ACCEPTED. FAXED BIDS WILL NOT BE ACCEPTED.**

4. For any questions pertaining to the bid specifications, please contact:
   Martha L. Salazar, Purchasing Agent
   Phone Number (956) 318-2626

5. Any change to this bid documentation must be in a written addendum and signed by Martha L. Salazar, Purchasing Agent or her designee.

6. Detailed explanation of warranties must be provided with bid.

7. Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

8. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County.

9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10. No substitutes will be accepted after item(s) have been awarded as specified.

11. 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.

12. To expedite evaluation of the bids.
    -it is mandatory that Hidalgo County forms be used to submit pricing information.

13. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern.

14. The bid price will include all shipping and handling charges.

15. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.

16. Bids are to be net F.O.B. at the County Precinct locations specified herein.

17. 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.

18. Bid prices are to remain for a period of: (Whichever option bidder selects)

OPTION I: Six Months (6) with County's sole discretion to extend the contract for an additional Six (6) Months and contingent upon cost to remain unchanged.

OPTION II: One (1) Year with County's sole discretion 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.

SELECT: ___✓___Option I **Or** _____Option II

19. **Market Volatility and Unit Price Adjustments**:

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

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

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

20. No cash advance discount will be considered.

21. Bids shall be on the BID FORM enclosed and sealed in an envelope clearly marked:

22. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and awar the bid to best serve the interest of the County.

23. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.

24. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** informatio for all product bids.

25. Hidalgo County reserves the right to award the bid to one bidder or multiple bidders if the County determines it is in its best interest to do so.

26. **ERRORS IN BIDS, RELIEF OF BID**:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

27. **ADDITIONAL INFORMATION:**

Further Information required regarding this project can be addressed to the Hidalgo County Purchasing Department through Olga Montero at (956) 318-2626. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2812 S. Business 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile no later than, Wednesday, September 17, 2008 at 5:00 P.M. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., September 19, 2008.

II. INSTRUCTIONS TO BIDDERS:

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

BID PRICE: Bid your lowest delivery price as of the bid opening date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: PO Box 1228, Edinburg, TX.

1. **BID WITHDRAWAL:** No bid may be withdrawn for a period of ten (10) days subsequent to bid opening date without the expressed consent of the County.

2. **COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION**: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

3. **EVALUATION OF BID**: All bids shall be evaluated on all factors involved. i.e. price, quality, and service, etc., whichever is in the best interest of the County.

4. **DEVIATIONS FROM SPECIFICATIONS**: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

5. **"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

6. **REPRESENTATIONS**: The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on ten (10) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

   A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

   B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

   C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

   D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

8. Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

9. Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

10. Hidalgo county reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

III. BID AWARD:

1. Hidalgo County shall award the bid on a lump sum basis to one bidder and/or on an item by item bid basis, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

2. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

3. The successful bidder will be notified of the award. Vendors requesting information on bid awards may contact the Purchasing Department at (956) 318-2626.

IV. DELIVERY INSTRUCTIONS:

1. Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday.

2. Bidder shall deliver the requested amount of product within 24 hours following the request or earlier if requested.

3. If you need additional information, call the office listed below:

Martha L. Salazar, Purchasing Agent
(956) 318-2626

V. BILLING AND PAYMENT INSTRUCTIONS:

1. Invoices must include:

   a) Marked - **"HIDALGO COUNTY - LUBRICANT (GREASE, OIL, HYDRAULIC FLUID) AND ANTI-FREEZE PRODUCTS"**
   b) Copy of signed delivery ticket

2. County makes payments monthly upon receipt of a properly executed invoice and documentation from the consignee.

3. Contact person for Billing and Payment questions:

Ray Eufracio, County Auditor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

EXHIBIT "B"
VENDOR'S BID

HIDALGO COUNTY

"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
2008-355-09-24-otm

BID PAGE

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-1, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	N/A		
Gallon	N/A		
5 Gallon			
55 Gallon			
Bulk	N/A		

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

Hollon Oil Co.

BID PAGE (CON'T)

1E. **Rotella T (15 W-40 C J 4)**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk	Lubriguard	CJ41540	7.96

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only' FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

	Brand	Product No.	Price Per Unit
Quart			
Gallon	N/A		
5 Gallon	N/A		
55 Gallon			
Bulk			

2B **SAE10W-30**

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2C **SAE5W-20**

	Brand	Product No.	Price Per Unit
Quart	N/A		
Gallon	N/A		
5 Gallon	N/A		
55 Gallon			
Bulk			

2D **SAE30**

	Brand	Product No.	Price Per Unit
Quart			
Gallon	N/A		
5 Gallon	N/A		
55 Gallon			
Bulk			

BID PAGE (CON'T)

2E **SAE40**

	Brand	Product No.	Price Per Unit
Quart			
Gallon	Lubriguard	702870	10.58/ 6-1 gal
5 Gallon	Lubriguard	702676	49.50 / Pail
55 Gallon			
Bulk			

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart			
Gallon	N/A		
5 Gallon	Lubriguard	702548	49.50
55 Gallon			

3B **Type F ATF** meeting Ford M2C33-F specifications

	Brand	Product No.	Price Per Unit
Quart			
Gallon	N/A		
5 Gallon	N/A		
55 Gallon			

3C **Mercon 5 - Trasmission Fluid**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon	N/A		
55 Gallon			

4 **Tractor Hydraulic Fluids**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

BID PAGE (CON'T)

5 **Differential/ Final Drive Gear Lubricants**
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg	N/A		
400 Lb Drum			

5A **SAE 80W-90 Gear lubricant meeting the following specifications:**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5B **SAE 85W-140 Gear lubricant meeting the following specifications:**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5C **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:**
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications:**
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

Hollon Oil Co.

BID PAGE (CON'T)

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail	N/A		
120 Lb Keg	N/A		
400 Lb Drum			

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

	Brand	Product No.	Price Per Unit
35# Pail	N/A		
120 Lb Keg	N/A		
400 Lb Drum			

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6B ISO 46

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6C ISO 68

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

BID PAGE (CON'T)

6D ISO 100

	Brand	Price Per Unit
5 Gallon		
55 Gallon		

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon			

7B Power Steering Fluid

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon	N/A		

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

	Brand	Product No.	Price Per Unit
5 Gallon	N/A		
55 Gallon	N/A		

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10			
35# Pail			
120 # Keg			
55 Gallon			

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10			
35# Pail	Super M	20335	76.00/ pail
120 # Keg			

Holbon Oil Co.

BID PAGE (CON'T)

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon	Prestone HD	AF977hd55	469.00/ drum

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

Size	Brand	Product No.	Price Per Unit
12/19	Service Pro	4820	1.62

11B Aerosol Engine Degreaser

Size	Brand	Product No.	Price Per Unit

11C Aerosol Starting Fluid

Size	Brand	Product No.	Price Per Unit

11D Aerosol Penetrating Oil

Size	Brand	Product No.	Price Per Unit

11E Oil Absorbent

Size	Brand	Product No.	Price Per Unit

11F Gasoline Fuel Additive

Size	Brand	Product No.	Price Per Unit

BID PAGE (CON'T)

11G Diesel Fuel Additive

Size	Brand	Product No.	Price Per Unit

11H Engine Oil Additive

Size	Brand	Product No.	Price Per Unit

11I Aerosol Lubricant

Size	Brand	Product No.	Price Per Unit

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon	Genuine-Safety	7212938	43.00
55 Gallon	HOL	VMP2306	530.00

13. Easy Slide RB-9512 Dryfilm Lubricant : Sizes 12.8 oz. can

	Brand	Product No.	Price Per Unit
12.8 oz. can	N/A		

COMPANY NAME: Hollon Oil Company

ADDRESS: 1300 Davenport

CITY/STATE/ZIP: Weslaco TX 78596

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE PRINT: DANIEL ARRIAGA

TITLE: Sales Manager

TELEPHONE NUMBER: (956) 968-9581

FAX NUMBER: (956) 969-2976

AWARDED ITEM(S) - HOLLON OIL
TABULATION SHEET

1 **Diesel Engine Lubricants**
Made available in the follow ing sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	HOLLON OIL
Quart	**no bid**
Gallon	**no bid**
Bulk	**no bid**

1E. Rotella T (15 W-40 C J 4)

	HOLLON OIL
Bulk	**$7.96**

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

	HOLLON OIL
Gallon	**no bid**
5 Gallon	**no bid**

2C **SAE5W-20**

	HOLLON OIL
Quart	**no bid**
Gallon	**no bid**
5 Gallon	**no bid**

2D SAE 30

	HOLLON OIL
Gallon	**no bid**
5 Gallon	**no bid**

2E SAE40

	HOLLON OIL
Gallon	**$10.58 (6/1 gl)**
5 Gallon	**$49.50 pail**

TABULATION SHEET

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3B **Type F ATF**

	HOLLON OIL
Gallon	no bid
5 Gallon	no bid

3C **Mercon 5 - Transmission Fluid**

	HOLLON OIL
16 Gallon	no bid

5 **Differential / Final Drive Gear Lubricants**

	HOLLON OIL
120 lb keg	no bid

5F **CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W**

	HOLLON OIL
35# Pail	no bid
120 Lb Keg	no bid

5G **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W**

	HOLLON OIL
35# Pail	no bid
120 Lb Keg	no bid

7B **Power Steering Fluid**

	HOLLON OIL
Gallon	no bid

8 **Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon**

	HOLLON OIL
5 Gallon	no bid
55 Gallon	no bid

TABULATION SHEET

9B **Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications**

	HOLLON OIL
35# Pail	$76.00 pail

11 **Shop Chemicals and Products made available in various sizes**

11A **Aerosol Brake Cleaner**

	HOLLON OIL
19 oz.	$1.62

13. **Easy Slide RB-9512 Dryfilm Lubricant: Sizes 12.8 oz. Can**

	HOLLON OIL
12.8 oz. Can	no bid

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 10/17/2008

PRODUCER
Capitol City Insurance/The Insurance Store
8030 N. Mopac Expressway
2nd Floor
Austin TX 78759

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
Hollon Oil Company
PO Box 8068
Weslaco TX 78599

INSURERS AFFORDING COVERAGE

INSURER A: Empire Fire & Marine % American Mgmt Corp.
INSURER B: General Star Indemnity % American Mgmnt Corp
INSURER C: Texas Mutual 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY	CP301197	07/01/2008	07/01/2009	EACH OCCURRENCE	$ 1,000,000
X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 100,000
CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
X Contractual Liability				PERSONAL & ADV INJURY	$ 1,000,000
				GENERAL AGGREGATE	$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
AUTOMOBILE LIABILITY	CP301197	07/01/2008	07/01/2009	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					
X MCS90					
X Pollution Liability Incl.					
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
				AGG	$
EXCESS LIABILITY	IUG407599	07/01/2008	07/01/2009	EACH OCCURRENCE	$ 1,000,000
X OCCUR CLAIMS MADE				AGGREGATE	$ 1,000,000
					$
DEDUCTIBLE					$
X RETENTION $ 10,000					$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001133067	07/01/2008	07/01/2009	X WC STATU-TORY LIMITS OTH-ER	
				E.L. EACH ACCIDENT	$ 1,000,000
				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
				E.L. DISEASE - POLICY LIMIT	$ 1,000,000
OTHER					

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

Hidalgo County

100 E. Cano Street
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

REQUIREMENTS AGREEMENT
C-08-355-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, **2008** by and between **Oil Patch Fuel & Supply, Inc.**, a Texas Corporation ("Seller") and **Hidalgo County,** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **Six (6) Months** 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 and 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 and deliver to Buyer, all of the Products that Buyer may require for use by Buyer in "Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products" an area of Hidalgo County projects for a period of **Six (6) months** from **October 28, 2008** to **April 27, 2009, and may be extend for an additional six (6) months** (contingent upon cost to remain unchanged) and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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. 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:
Oil Patch Fuel & Supply, Inc.
Attn: David A. Lorenz, Branch Manager
4004 N. Cage Blvd.
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the 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 thirty (30) 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. **Termination.** This Agreement may be terminated by either party without cause upon a thirty (30) days written notice.

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.

HIDALGO COUNTY

By:_____
Juan D. Salinas, III,County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Oil Patch Fuel & Supply, Inc.

By:_____

Printed Name: _____

Title:_____

Approved on Commissioners' Court _____, 2008

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
SPECIFICATIONS
TERMS & CONDITIONS

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2008-355-09-24-otm

I. SPECIFICATIONS, GENERAL INSTRUCTIONS AND CONDITIONS TO BIDDERS:

1. Bids must be submitted by and will be opened at **9:30 A.M., WEDNESDAY, SEPTEMBER 24, 2008** in the conference room located in the New Administration Building, 2812 S. Business Hwy 281, Edinburg, Texas.

2. Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

3. **BID ACCEPTANCE:**

   a) **UNSIGNED BIDS WILL NOT BE CONSIDERED.**
   b) **BIDS RECEIVED AFTER BID DATE WILL NOT BE CONSIDERED AND WILL BE RETURNED TO VENDOR UNOPENED.**
   BID DUE: 9:30 A.M. WEDNESDAY, SEPTEMBER 24, 2008
   c) **ONLY SEALED BIDS WILL BE ACCEPTED. FAXED BIDS WILL NOT BE ACCEPTED.**

4. For any questions pertaining to the bid specifications, please contact:
   Martha L. Salazar, Purchasing Agent
   Phone Number (956) 318-2626

5. Any change to this bid documentation must be in a written addendum and signed by Martha L. Salazar, Purchasing Agent or her designee.

6. Detailed explanation of warranties must be provided with bid.

7. Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

8. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County.

9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10. No substitutes will be accepted after item(s) have been awarded as specified.

11. 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.

12. To expedite evaluation of the bids.
    -it is mandatory that Hidalgo County forms be used to submit pricing information.

13. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern.

14. The bid price will include all shipping and handling charges.

15. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.

16. Bids are to be net F.O.B. at the County Precinct locations specified herein.

17. 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.

18. Bid prices are to remain for a period of: (Whichever option bidder selects)

OPTION I: Six Months (6) with County's sole discretion to extend the contract for an additional Six (6) Months and contingent upon cost to remain unchanged.

OPTION II: One (1) Year with County's sole discretion 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.

SELECT: _____Option I **Or** _____Option II

19. **Market Volatility and Unit Price Adjustments**:

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

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

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

20. No cash advance discount will be considered.

21. Bids shall be on the BID FORM enclosed and sealed in an envelope clearly marked:

22. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.

23. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.

24. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids.

25. Hidalgo County reserves the right to award the bid to one bidder or multiple bidders if the County determines it is in its best interest to do so.

26. **ERRORS IN BIDS, RELIEF OF BID**:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

27. **ADDITIONAL INFORMATION:**

Further Information required regarding this project can be addressed to the Hidalgo County Purchasing Department through Olga Montero at (956) 318-2626. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2812 S. Business 281 ,New Administration Bldg., Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile no later than, Wednesday, September 17, 2008 at 5:00 P.M. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., September 19, 2008.

II. INSTRUCTIONS TO BIDDERS:

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

BID PRICE: Bid your lowest delivery price as of the bid opening date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: PO Box 1228, Edinburg, TX.

1. **BID WITHDRAWAL:** No bid may be withdrawn for a period of ten (10) days subsequent to bid opening date without the expressed consent of the County.

2. **COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION**: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

3. **EVALUATION OF BID**: All bids shall be evaluated on all factors involved, i.e. price, quality, and service, etc., whichever is in the best interest of the County.

4. **DEVIATIONS FROM SPECIFICATIONS**: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

5. **"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

6. **REPRESENTATIONS**: The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on ten (10) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

   A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

   B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

   C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

   D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

8. Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

9. Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

10. Hidalgo county reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

III. BID AWARD:

1. Hidalgo County shall award the bid on a lump sum basis to one bidder and/or on an item by item bid basis, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

2. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

3. The successful bidder will be notified of the award. Vendors requesting information on bid awards may contact the Purchasing Department at (956) 318-2626.

IV. DELIVERY INSTRUCTIONS:

1. Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday.

2. Bidder shall deliver the requested amount of product within 24 hours following the request or earlier if requested.

3. If you need additional information, call the office listed below:

Martha L. Salazar, Purchasing Agent
(956) 318-2626

V. BILLING AND PAYMENT INSTRUCTIONS:

1. Invoices must include:

a) Marked - **"HIDALGO COUNTY - LUBRICANT (GREASE, OIL, HYDRAULIC FLUID) AND ANTI-FREEZE PRODUCTS"**
b) Copy of signed delivery ticket

2. County makes payments monthly upon receipt of a properly executed invoice and documentation from the consignee.

3. Contact person for Billing and Payment questions:

Ray Eufracio, County Auditor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

EXHIBIT "B"
VENDOR'S BID

HIDALGO COUNTY

"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"
2008-355-09-24-otm

13 Items

BID PAGE

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon; 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES'20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	N/A	N/A	N/A
Gallon	N/A	N/A	N/A
5 Gallon			
55 Gallon			
Bulk	Shell Rotella 10W	54101	$8.39 per gallon

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

BID PAGE (CON'T)

1E. Rotella T (15 W-40 C J 4)

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk	Shell Rotella T 15W-40	5071355	$9.00 per gallon

2 Gasoline Engine Lubricants

Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30

	Brand	Product No.	Price Per Unit
Quart			
Gallon	N/A	N/A	$ N/A
5 Gallon	Formula Shell	5020000055	$ 55.60
55 Gallon			
Bulk			

2B SAE10W-30

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2C SAE5W-20

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	#5020112031	$ 2.92
Gallon	Formula Shell	# N/A	$ N/A
5 Gallon	Formula Shell	#5020100055	$ 52.00
55 Gallon			
Bulk			

2D SAE30

	Brand	Product No.	Price Per Unit
Quart			
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon			
Bulk			

BID PAGE (CON'T)

2E **SAE40**

	Brand	Product No.	Price Per Unit
Quart			
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon			
Bulk			

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart			
Gallon	Shell	53010	# 6235 per 6/1 gallon
5 Gallon	Shell	53010	# 49.25
55 Gallon			

3B **Type F ATF** meeting Ford M2C33-F specifications

	Brand	Product No.	Price Per Unit
Quart			
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon			

3C **Mercon 5 - Trasmission Fluid**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon	N/A	N/A	N/A
55 Gallon			

4 **Tractor Hydraulic Fluids**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

BID PAGE (CON'T)

5 **Differential/ Final Drive Gear Lubricants**
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg	SPIRAX	Shell 592100120	$225.00
400 Lb Drum			

5A **SAE 80W-90 Gear lubricant meeting the following specifications:**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5B **SAE 85W-140 Gear lubricant meeting the following specifications:**
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5C **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:**
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications:**
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

BID PAGE (CON'T)

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail	Shell Donax TC	53083	#63.07
120 Lb Keg	Shell Donax TC	N/A	N/A
400 Lb Drum			

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

	Brand	Product No.	Price Per Unit
35# Pail	Shell Donax TC	53084	#63.07
120 Lb Keg	N/A	N/A	N/A
400 Lb Drum			

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6B ISO 46

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6C ISO 68

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

BID PAGE (CON'T)

6D ISO 100

	Brand	Price Per Unit
5 Gallon		
55 Gallon		

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon			

7B Power Steering Fluid

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon			

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Aeroshell F14	N/A	N/A
55 Gallon	Shell Aeroshell F14	250424	#1,2003.67

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10			
35# Pail			
120 # Keg			
55 Gallon			

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10			
35# Pail			
120 # Keg			

BID PAGE (CON'T)

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon	PAR	55 PAR	# 417.95

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

Size	Brand	Product No.	Price Per Unit
19oz	CRC	05089	$2.25

11B Aerosol Engine Degreaser

Size	Brand	Product No.	Price Per Unit

11C Aerosol Starting Fluid

Size	Brand	Product No.	Price Per Unit

11D Aerosol Penetrating Oil

Size	Brand	Product No.	Price Per Unit

11E Oil Absorbent

Size	Brand	Product No.	Price Per Unit

11F Gasoline Fuel Additive

Size	Brand	Product No.	Price Per Unit

BID PAGE (CON'T)

11G Diesel Fuel Additive

Size	Brand	Product No.	Price Per Unit

11H Engine Oil Additive

Size	Brand	Product No.	Price Per Unit

11I Aerosol Lubricant

Size	Brand	Product No.	Price Per Unit

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon	OP	3564	$29.90
55 Gallon	OP	5664	$276.65

13. Easy Slide RB-9512 Dryfilm Lubricant : Sizes 12.8 oz. can

	Brand	Product No.	Price Per Unit
12.8 oz. can			

COMPANY NAME: Oil Patch Fuel & Supply

ADDRESS: 4004 N. Cage Blvd

CITY/STATE/ZIP: Pharr, TX. 78577

AUTHORIZED SIGNATURE: David A. Lorenz

AUTHORIZED SIGNATURE PRINT: David A. Lorenz

TITLE: Branch Manager

TELEPHONE NUMBER: 956-781-9047

FAX NUMBER: 956-781-9824

AWARDED ITEMS - OIL PATCH
TABULATION SHEET

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	OIL PATCH
Quart	no bid
Gallon	no bid
Bulk	$8.39 per gallon

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

	OIL PATCH
Gallon	no bid
5 Gallon	$55.60

2C **SAE5W-20**

	OIL PATCH
Quart	$2.92
Gallon	no bid
5 Gallon	$52.00

2D **SAE 30**

	OIL PATCH
Gallon	no bid
5 Gallon	no bid

2E **SAE40**

	OIL PATCH
Gallon	no bid
5 Gallon	no bid

TABULATION SHEET - OIL PATCH

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	OIL PATCH
Gallon	**$62.35(6/1gal)**
5 Gallon	**$49.25**

3B **Type F ATF**

	OIL PATCH
Gallon	**no bid**
5 Gallon	**no bid**

3C **Mercon 5 - Transmission Fluid**

	OIL PATCH
16 Gallon	**no bid**

5 **Differential / Final Drive Gear Lubricants**

	OIL PATCH
120 lb keg	**$225.00**

5F **CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W**

	OIL PATCH
35# Pail	**$63.07**
120 Lb Keg	**no bid**

5G **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W**

	OIL PATCH
35# Pail	**$63.07**
120 Lb Keg	**no bid**

TABULATION SHEET - OIL PATCH

7B Power Steering Fluid

	OIL PATCH
Gallon	no bid

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

	OIL PATCH
5 Gallon	no bid
55 Gallon	$1,203.67

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	OIL PATCH
35# Pail	no bid

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon
10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	OIL PATCH
55 Gallon	$417.45

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	OIL PATCH
5 Gallon	$29.90
55 Gallon	$276.65

13. Easy Slide RB-9512 Dryfilm Lubricant: Sizes 12.8 oz. Can

	OIL PATCH
12.8 oz. Can	no bid

EXHIBIT "C"
INSURANCE CERTIFICATE

FROM ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE 10/17/2008

UCER Capitol City Insurance/The Insurance Store 8030 N. Mopac Expressway 2nd Floor Austin TX 78759	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.
RED Oil Patch Fuel & Supply, Inc. 1905 Bayou Court Brownsville TX 78526	INSURERS AFFORDING COVERAGE INSURER A: American Zurich Insurance Company c/o AMC INSURER B: American Guarantee & Liability Ins Co. c/o AMC INSURER C: Zurich Insurance c/o AMC INSURER D: INSURER E: Texas Mutual Insurance

VERAGES

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY	CPO9451422	10/01/2008	10/01/2009	EACH OCCURRENCE	$ 1000000
X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 100000
CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5000
X Contractual Liab				PERSONAL & ADV INJURY	$ 1000000
				GENERAL AGGREGATE	$ 2000000
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2000000
X POLICY PRO-JECT LOC					
AUTOMOBILE LIABILITY	CPO9451422	10/01/2008	10/01/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
ANY AUTO				BODILY INJURY (Per person)	$
ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
X HIRED AUTOS					
X NON-OWNED AUTOS					
X MCS-90					
X Pollution Liab Incl					
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
				AGG	$
EXCESS LIABILITY	CPO9451422	10/01/2008	10/01/2009	EACH OCCURRENCE	$ 4000000
X OCCUR CLAIMS MADE				AGGREGATE	$ 4000000
					$
DEDUCTIBLE					$
X RETENTION $ 10000					$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001162184	11/01/2008	11/01/2009	X WC STATU-TORY LIMITS OTH-ER	
				E.L. EACH ACCIDENT	$ 1000000
				E.L. DISEASE - EA EMPLOYEE	$ 1000000
				E.L. DISEASE - POLICY LIMIT	$ 1000000
OTHER					

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

dalgo County is an additional insured on general liability as per written contract. For Delivery of Fuel.
x: 956-292-7612

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn:Martha Salazar/Purchasing 100 East Cano 4th Floor Edinburg TX 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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ACORD 25-S (7/97)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: SEPTEMBER 24, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"	
BID NO: 2008-355-09-24-otm	**BUYER: OLGA T. MONTERO**

BID # RFB#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#1	HOLLON OIL COMPANY 1300 DAVENPORT WESLACO TX 78596 C/O DANIEL ARRIAGA, SALES MANAGER PH: (956) 968-9581 // FAX: (956) 969-2976	√
#2	OIL PATCH FUEL & SUPPLY, INC. 4004 N. CAGE BLVD. PHARR TX 78577 C/O DAVID LORENZ, BRANCH MANAGER PH: (956) 781-9047 // FAX: (956) 781-9874	√
#3		
#4		
#5		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: September 24, 2008 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY - "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"
BID NO: 2008-355-09-24-otm

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Oil Patch Fuel & Supply Leslie Chavez 781-9047/ 781-9874 Fx	BLM	OLGA MONTERO	9/10/08	4004 N. Cage Pharr, TX 78577
2. Hollon Oil Company 956-968-9581	BLM	OLGA MONTERO	9/10/08	1300 Daven Port Weslaco, Texas 78596
3. Arnold Oil Company Daniel Cortez 565-9571 Fx 1-800-384-2993 (p) 956-565-4737	BLM	OLGA MONTERO	9/10/08	PO Box 116 Mercedes, TX 78570
4. L.A. Lubricants Greg 581-7776 // 239-1941 fax	BLM	OLGA MONTERO	9/10/08	715 N. Glasscock Mission, Tx 78572
5. Tifco Industries	BLM	OLGA MONTERO	9/10/08	5104 E. Richardson Edinburg Tx 78541
6. South Texas Petroleum phone numbers not working	BLM	OLGA MONTERO	9/10/08	12 North Birch Pharr. Texas 78577
7. Arguindegui Oil Co. Rene Torres 956-722-5251 (c) 607-6471 956-722-7636 fax	BLM	OLGA MONTERO	9/10/08	PO BOX 1367 Laredo, Tx 78042-1367
8) International Petroleum Company c/o Lisa Santulli	Fed Ex	D Montero	9/12/08	6901 Red Bud Drive Flower Mound, TX 75022
Cummins Southern Plains, LTD c/o Daniel Holbrook	Fed Ex	D Montero	9/16/08	6226 Lantern Expressway N. San Antonio, TX 78218

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

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-412-00-062-001-0-672	JP PCT 1/PL 2-EQUIP R&M SUPPLIES	100.00	.00	.00	.00	100.00	.00
8-1100-412-00-065-001-0-672	JP PCT 3/PL 1-EQUIP R&M SUPPLIES	200.00	.00	.00	.00	200.00	.00
8-1100-412-00-090-001-0-672	DIST CLERK-EQUIP R&M SUPPLIES	737.38	.00	.00	.00	737.38	.00
8-1100-414-00-130-001-0-672	ELECTIONS DEPT-EQUIP R&M SUPPLIES	5,556.12	999.96	.00	.00	4,556.16	18.00
8-1100-414-00-130-001-0-681	ELECTIONS DEPT-VEHICLE R&M SUPPLIES	2,000.00	.00	.00	.00	2,000.00	.00
8-1100-415-00-115-072-0-672	HURRICANE DOLLY-EQUIP R&M SUPPLIES	37,500.00	3,671.57	3,382.95	3,382.95	30,445.48	18.81
8-1100-415-00-115-072-0-681	HURRICANE DOLLY-VEHICLE R&M SUPPLIES	5,000.00	281.60	222.00	222.00	4,496.40	10.07
8-1100-415-00-200-002-0-672	COMPUTER DEPT-EQUIP R&M SUPPLIES	.00	.00	.00	.00	.00	.00
8-1100-415-14-115-001-0-672	DBM-BUDGET DIV-EQUIP R&M SUPPLIES	600.00	499.89	.00	.00	100.11	83.32
8-1100-415-15-140-001-0-672	TAX OFF-EQUIP R&M SUPPLIES	.00	.00	.00	.00	.00	.00
8-1100-415-15-140-001-0-681	TAX OFF-VEHICLE R&M SUPPLIES	1,000.00	.00	140.93	140.93	859.07	14.09
8-1100-415-16-150-001-0-672	CO TREASURER-EQUIP R&M SUPPLIES	1,830.00	.00	.00	.00	1,830.00	.00
8-1100-415-18-160-001-0-681	PURCHASING-VEHICLE R&M SUPPLIES	.00	.00	.00	.00	.00	.00
8-1100-415-21-170-001-0-672	CO AUDITOR-EQUIP R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
8-1100-415-40-180-001-0-672	CO CLERK-EQUIP R&M SUPPLIES	2,500.00	837.76	.00	.00	1,662.24	33.51
8-1100-415-40-180-001-0-681	CO CLERK-VEHICLES R&M SUPPLIES	300.00	15.00	50.00	50.00	235.00	21.67
8-1100-415-40-180-002-0-681	CO CLERK RECORD ARCHIVE-VEHICLE R&M SUPP	1,000.00	.00	.00	.00	1,000.00	.00
8-1100-415-50-190-002-0-672	HUMAN RESOURCES-EQUIP R&M SUPPLIES	.00	.00	.00	.00	.00	.00
8-1100-419-10-210-001-0-681	PLANNING DEPT-VEHICLE R&M SUPPLIES	150.00	.00	134.89	134.89	15.11	89.93
8-1100-419-40-115-069-0-681	CRTHSE PK LOT-VEHICLE R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
8-1100-419-40-115-069-0-683	CRTHSE PK LOT-LUBRICANTS	100.00	.00	.00	.00	100.00	.00
8-1100-419-40-220-001-0-672	GEN GOVT BLDG-EQUIP R&M SUPPLIES	17,000.00	3,386.28	9,336.49	9,336.49	4,277.23	74.84
8-1100-419-40-220-001-0-681	GEN GOVT BLDG-VEHICLE R&M SUPPLIES	8,500.00	2,238.82	5,732.24	5,732.24	528.94	93.78
8-1100-419-40-220-001-0-683	GEN GOVT BLDG-LUBRICANTS	1,000.00	.00	.00	.00	1,000.00	.00
8-1100-419-40-220-002-0-681	BLDG MINOR ST-VEHICLE R&M SUPPLIES	1,060.00	.00	39.99	39.99	1,020.01	3.77
8-1100-419-50-115-059-0-681	DBM-SAFETY DIV-VEHICLE R&M SUPPLIES	100.00	21.80	.00	.00	78.20	21.80
8-1100-419-50-115-059-0-683	DBM-SAFETY DIV-LUBRICANTS	50.00	.00	.00	.00	50.00	.00
8-1100-421-00-280-001-0-672	SHERIFF-EQUIP R&M SUPPLIES	5,000.00	563.92	1,281.26	1,281.26	3,154.82	36.90
8-1100-421-00-280-001-0-681	SHERIFF-VEHICLE R&M SUPPLIES	170,000.00	20,674.81	86,795.53	86,795.53	62,529.66	63.22
8-1100-421-00-280-001-0-683	SHERIFF-LUBRICANTS	42,000.00	7,434.36	15,729.41	15,729.41	18,836.23	55.15
8-1100-421-00-291-001-0-681	CONSTABLE PCT.1-VEHICLE R&M SUPPLIES	755.00	.00	86.39	86.39	668.61	11.44

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-421-00-292-001-0-681	CONSTABLE PCT.2-VEHICLE R&M SUPPLIES	450.00	450.00	.00	.00	.00	100.00
8-1100-421-00-293-001-0-681	CONSTABLE PCT.3-VEHICLE R&M SUPPLIES	1,780.00	.00	1,128.43	1,128.43	651.57	63.39
8-1100-421-00-294-001-0-681	CONSTABLE PCT.4-VEHICLE R&M SUPPLIES	3,000.00	535.08	272.00	272.00	2,192.92	26.90
8-1100-421-00-294-001-0-683	CONSTABLE PCT.4-LUBRICANTS	1,000.00	136.20	.00	.00	863.80	13.62
8-1100-421-00-295-001-0-681	CONSTABLE PCT.5-VEHICLE R&M SUPPLIES	1,500.00	.00	240.00	240.00	1,260.00	16.00
8-1100-422-10-300-001-0-681	EMERG SRVS-FM-VEHICLE R&M SUPPLIES	2,400.00	.00	1,624.47	1,624.47	775.53	67.69
8-1100-422-10-300-001-0-683	EMERG SRVS-FM-LUBRICANTS	300.00	.00	.00	.00	300.00	.00
8-1100-423-21-280-002-0-672	JAIL-EQUIP R&M SUPPLIES	50,000.00	4,160.37	7,846.73	7,846.73	37,992.90	24.01
8-1100-423-21-280-002-0-681	JAIL-VEHICLE R&M SUPPLIES	15,000.00	.00	.00	.00	15,000.00	.00
8-1100-423-21-280-002-0-683	JAIL-LUBRICANTS	1,000.00	.00	.00	.00	1,000.00	.00
8-1100-423-32-330-001-0-672	JUV DET HM-EQUIP R&M SUPPLIES	6,000.00	148.36	1,143.01	1,143.01	4,708.63	21.52
8-1100-432-00-121-001-0-672	SANITATION PCT.1-EQUIP R&M SUPPLIES	12,051.42	2,002.31	5,750.78	5,750.78	4,298.33	64.33
8-1100-432-00-121-001-0-681	SANITATION PCT.1-VEHICLE R&M SUPPLIES	20,499.70	3,120.23	13,467.19	13,467.19	3,912.28	80.92
8-1100-432-00-121-001-0-683	SANITATION PCT.1-LUBRICANTS	8,100.00	1,614.60	5,529.54	5,529.54	955.86	88.20
8-1100-432-00-122-001-0-672	SANITATION PCT.2-EQUIP R&M SUPPLIES	19,500.00	3,032.29	5,984.48	5,984.48	10,483.23	46.24
8-1100-432-00-122-001-0-681	SANITATION PCT.2-VEHICLE R&M SUPPLIES	7,500.00	507.49	5,035.22	5,035.22	1,957.29	73.90
8-1100-432-00-122-001-0-683	SANITATION PCT.2-LUBRICANTS	1,400.00	.00	.00	.00	1,400.00	.00
8-1100-432-00-123-001-0-672	SANITATION PCT.3-EQUIP R&M SUPPLIES	30,000.00	13,072.34	15,515.37	15,515.37	1,412.29	95.29
8-1100-432-00-123-001-0-681	SANITATION PCT.3-VEHICLE R&M SUPPLIES	22,548.00	2,862.53	17,179.24	17,179.24	2,506.23	88.88
8-1100-432-00-123-001-0-683	SANITATION PCT.3-LUBRICANTS	5,300.00	159.38	2,001.90	2,001.90	3,138.72	40.78
8-1100-432-00-124-001-0-672	SANITATION PCT.4-EQUIP R&M SUPPLIES	33,000.00	2,370.48	16,701.92	16,701.92	13,927.60	57.80
8-1100-432-00-124-001-0-681	SANITATION PCT.4-VEHICLE R&M SUPPLIES	18,000.00	1,597.54	7,227.78	7,227.78	9,174.68	49.03
8-1100-432-00-124-001-0-683	SANITATION PCT.4-LUBRICANTS	2,000.00	1,658.00	.00	.00	342.00	82.90
8-1100-441-00-340-001-0-672	HEALTH ADM-EQUIP R&M SUPPLIES	3,000.00	321.23	82.45	82.45	2,596.32	13.46
8-1100-441-00-340-001-0-681	HEALTH ADM-VEHICLE R&M SUPPLIES	2,400.00	152.81	1,158.84	1,158.84	1,088.35	54.65
8-1100-441-00-340-003-0-681	HEALTH CLINICS-VEHICLE R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
8-1100-461-00-380-001-0-681	TX AGRILIFE EXT-VEHICLE R&M SUPPLIES	1,000.00	.00	65.60	65.60	934.40	6.56
8-1100-466-00-121-050-0-672	PCT.1 CRC-EQUIP R&M SUPPLIES	100.00	.00	.00	.00	100.00	.00
8-1100-466-00-122-018-0-672	PCT 2 CRC-EQUIP R&M SUPPLIES	250.00	.00	.00	.00	250.00	.00
1100 GENERAL FUND		**576,117.62**	**78,527.01**	**230,887.03**	**230,887.03**	**266,703.58**	**53.71**
1200 R&B COUNTY WIDE							
8-1200-431-00-122-004-0-672	CO SHOP-EQUIP R&M SUPPLIES	2,550.00	137.67	153.19	153.19	2,259.14	11.41

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1200 R&B COUNTY WIDE							
8-1200-431-00-122-004-0-681	CO SHOP-VEHICLE R&M SUPPLIES	1,899.00	.00	479.55	479.55	1,419.45	25.25
8-1200-431-00-122-004-0-683	CO SHOP-LUBRICANTS	6,500.00	3,369.89	.00	.00	3,130.11	51.84
8-1200-431-00-260-001-0-681	R-O-W DEPT-VEHICLE R&M SUPPLIES	5,000.00	99.96	.00	.00	4,900.04	2.00
1200 R&B COUNTY WIDE		**15,949.00**	**3,607.52**	**632.74**	**632.74**	**11,708.74**	**26.59**
1201 R&B PRECINCT NO.1							
8-1201-431-00-121-004-0-672	PCT.1 RD ADM-EQUIP R&M SUPPLIES	100.00	.00	20.14	20.14	79.86	20.14
8-1201-431-00-121-005-0-672	PCT.1 P/U RD-EQUIP R&M SUPPLIES	106,010.22	13,065.50	51,194.93	51,194.93	41,749.79	60.62
8-1201-431-00-121-005-0-681	PCT.1 P/U RD-VEHICLE R&M SUPPLIES	53,520.00	4,619.60	22,855.69	22,855.69	26,044.71	51.34
8-1201-431-00-121-005-0-683	PCT.1 P/U RD-LUBRICANTS	10,000.00	1,093.85	4,856.85	4,856.85	4,049.30	59.51
1201 R&B PRECINCT NO.1		**169,630.22**	**18,778.95**	**78,927.61**	**78,927.61**	**71,923.66**	**57.60**
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-005-0-681	PCT.2 RD ADM-VEHICLE R&M SUPPLIES	1,500.00	130.88	419.83	419.83	949.29	36.71
8-1202-431-00-122-006-0-672	PCT.2 P/U RD-EQUIP R&M SUPPLIES	33,000.00	6,963.30	23,232.55	23,232.55	2,804.15	91.50
8-1202-431-00-122-006-0-681	PCT.2 P/U RD-VEHICLE R&M SUPPLIES	14,533.68	3,102.70	10,527.26	10,527.26	903.72	93.78
8-1202-431-00-122-006-0-683	PCT.2 P/U RD-LUBRICANTS	10,164.00	3,465.94	5,907.04	5,907.04	791.02	92.22
1202 R&B PRECINCT NO.2		**59,197.68**	**13,662.82**	**40,086.68**	**40,086.68**	**5,448.18**	**90.80**
1203 R&B PRECINCT NO.3							
8-1203-431-00-123-005-0-672	PCT.3 P/U RD-EQUIP R&M SUPPLIES	102,743.83	21,003.85	53,289.73	53,289.73	28,450.25	72.31
8-1203-431-00-123-005-0-681	PCT.3 P/U RD-VEHICLE R&M SUPPLIES	65,657.70	10,879.08	35,949.62	35,949.62	18,829.00	71.32
8-1203-431-00-123-005-0-683	PCT.3 P/U RD-LUBRICANTS	32,000.00	4,371.56	20,621.89	20,621.89	7,006.55	78.10
1203 R&B PRECINCT NO.3		**200,401.53**	**36,254.49**	**109,861.24**	**109,861.24**	**54,285.80**	**72.91**
1204 R&B PRECINCT NO.4							
8-1204-431-00-124-007-0-672	PCT.4 P/U RD-EQUIP R&M SUPPLIES	114,074.14	13,097.54	65,844.08	65,844.08	35,132.52	69.20
8-1204-431-00-124-007-0-681	PCT.4 P/U RD-VEHICLE R&M SUPPLIES	70,048.27	4,148.31	25,697.52	25,697.52	40,202.44	42.61
8-1204-431-00-124-007-0-683	PCT.4 P/U RD-LUBRICANTS	21,000.00	2,427.81	7,650.29	7,650.29	10,921.90	47.99
1204 R&B PRECINCT NO.4		**205,122.41**	**19,673.66**	**99,191.89**	**99,191.89**	**86,256.86**	**57.95**
1211 PARKS PRECINCT NO.1							
8-1211-452-00-121-013-0-672	PARKS PCT.1-EQUIP R&M SUPPLIES	5,550.00	1,954.42	2,846.73	2,846.73	748.85	86.51
8-1211-452-00-121-013-0-681	PARKS PCT.1-VEHICLE R&M SUPPLIES	4,700.00	399.74	2,340.04	2,340.04	1,960.22	58.29
8-1211-452-00-121-013-0-683	PARKS PCT.1-LUBRICANTS	1,150.00	.00	399.99	399.99	750.01	34.78
1211 PARKS PRECINCT NO.1		**11,400.00**	**2,354.16**	**5,586.76**	**5,586.76**	**3,459.08**	**69.66**
1212 PARKS PRECINCT NO.2							
8-1212-452-00-122-008-0-672	PARKS PCT.2-EQUIP R&M SUPPLIES	1,346.81	297.81	564.58	564.58	484.42	64.03
8-1212-452-00-122-008-0-681	PARKS PCT.2-VEHICLE R&M SUPPLIES	1,000.00	241.28	44.96	44.96	713.76	28.62
8-1212-452-00-122-008-0-683	PARKS PCT.2-LUBRICANTS	250.00	.00	.00	.00	250.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1212 PARKS PRECINCT NO.2							
1212 PARKS PRECINCT NO.2		**2,596.81**	**539.09**	**609.54**	**609.54**	**1,448.18**	**44.23**
1213 PARKS PRECINCT NO.3							
8-1213-452-00-123-008-0-672	PARKS PCT.3-EQUIP R&M SUPPLIES	9,000.00	2,234.99	3,006.06	3,006.06	3,758.95	58.23
8-1213-452-00-123-008-0-681	PARKS PCT.3-VEHICLE R&M SUPPLIES	2,500.00	345.79	1,082.50	1,082.50	1,071.71	57.13
8-1213-452-00-123-008-0-683	PARKS PCT.3-LUBRICANTS	100.00	.00	.00	.00	100.00	.00
1213 PARKS PRECINCT NO.3		**11,600.00**	**2,580.78**	**4,088.56**	**4,088.56**	**4,930.66**	**57.49**
1214 PARKS PRECINCT NO.4							
8-1214-452-00-124-009-0-672	PARKS PCT.4-EQUIP R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
8-1214-452-00-124-009-0-681	PARKS PCT.4-VEHICLE R&M SUPPLIES	1,000.00	.00	16.73	16.73	983.27	1.67
8-1214-452-00-124-009-0-683	PARKS PCT.4-LUBRICANTS	262.00	.00	.00	.00	262.00	.00
1214 PARKS PRECINCT NO.4		**2,262.00**	**.00**	**16.73**	**16.73**	**2,245.27**	**.74**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
8-1222-412-00-080-006-0-672	DA BAD CK-EQUIP R&M SUPPLIES	1,200.00	.00	375.00	375.00	825.00	31.25
8-1222-412-00-080-006-0-681	DA BAD CK-VEHICLE R&M SUPPLIES	500.00	.00	4.86	4.86	495.14	.97
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**1,700.00**	**.00**	**379.86**	**379.86**	**1,320.14**	**22.34**
1284 DESIGNATED PURPOSE GRANTS LVL 4							
8-1284-421-00-280-038-0-681	TBSC OPER LINEBACKER FED-VEH R&M SUPPL	1,880.00	.00	.00	.00	1,880.00	.00
8-1284-421-00-280-038-0-683	TBSC OPER LINEBACKER FED-LUBRICANTS	1,041.00	.00	.00	.00	1,041.00	.00
8-1284-421-00-280-038-7-681	TBSC OPER LINEBACKER FED-VEH R&M SUPPL	734.00	.00	.00	.00	734.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4		**3,655.00**	**.00**	**.00**	**.00**	**3,655.00**	**.00**
1292 WIC							
8-1292-441-00-350-001-8-681	WIC ADM-VEHICLE R&M SUPPLIES	6,167.72	1,126.62	3,366.51	3,366.51	1,674.59	72.85
8-1292-441-00-350-001-9-681	WIC ADM-VEHICLE R&M SUPPLIES	3,000.00	700.00	.00	.00	2,300.00	23.33
1292 WIC		**9,167.72**	**1,826.62**	**3,366.51**	**3,366.51**	**3,974.59**	**56.65**
1295 POST ADJUDICATION JUVENILE BOOT CAMP							
8-1295-423-00-330-028-0-672	WESL B/C-EQUIP R&M SUPPLIES	4,000.00	.00	197.78	197.78	3,802.22	4.94
1295 POST ADJUDICATION JUVENILE BOOT CAMP		**4,000.00**	**.00**	**197.78**	**197.78**	**3,802.22**	**4.94**
1297 ADULT PROBATION							
8-1297-423-00-320-002-8-681	BASIC SUPERVISION-VEHICLE R&M SUPPLIES	1,300.00	.00	.00	.00	1,300.00	.00
8-1297-423-00-320-002-9-681	BASIC SUPERVISION-VEHICLE R&M SUPPLIES	300.00	165.00	.00	.00	135.00	55.00
8-1297-423-00-320-005-9-681	RESTITUTION CTR-VEHICLE R&M SUPPLIES	350.00	96.60	.00	.00	253.40	27.60
8-1297-423-00-320-008-8-672	COMM CORR-EQUIP R&M SUPPLIES	349.15	.00	39.04	39.04	310.11	11.18
8-1297-423-00-320-008-8-681	COMM CORR-VEHICLE R&M SUPPLIES	94.02	.00	.00	.00	94.02	.00
8-1297-423-00-320-008-9-681	COMM CORR-VEHICLE R&M SUPPLIES	500.00	300.00	49.87	49.87	150.13	69.97
8-1297-423-00-320-020-9-681	SATF-VEHICLE R&M SUPPLIES	300.00	.00	.00	.00	300.00	.00

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION						
1297 ADULT PROBATION	**3,193.17**	**561.60**	**88.91**	**88.91**	**2,542.66**	**20.37**
8 YEAR	**1,275,993.16**	**178,366.70**	**573,921.84**	**573,921.84**	**523,704.62**	**58.96**

AI-11837 **19.A.15.**

PROPERTY & CASUALTY INSURANCE
CC REGULAR

Date: 10/28/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval to authorize County Auditor to process and issue payment for schedule renewal premiums/fees for the referenced "Property And Casualty Insurance Policies" (see attachment of 2009-2010 Coverage Summary), in the amount of $1,584,215.00 for policy renewal term of January 1, 2009 through January 1, 2010. Renewal/Extension previously approved by Commissioners Court on 09/30/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Various Dpts. in 09
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For funding sources please see the attached 2008 Expense Report for object 521-524. Assuming similar funding in 2009.

Attachments

Link: 2008-2009 Coverage Summary
Link: 2009-2010 Coverage Summary
Link: Approved Agenda Item/Minutes

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 03:55 PM	APRV
2	Budget & Management	Veronica Lopez	10/22/2008 04:30 PM	APRV
3	Dale Kennan	Dale Kennan	10/22/2008 05:56 PM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 01:48 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 03:51 PM	APRV
Form Started By: Vangie Garcia			Started On: 10/21/2008 05:00 PM	

Final Approval Date: 10/24/2008

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Hidalgo County
Coverage Summary
2008-2009

Type of Coverage	Insurance Carrier	Deductible Amount	Premium
Property Boiler & Machinery	Chubb – Federal Ins	Windstorm & Hail $500,000 All Other Perils $ 25,000	$354,062.00 Included
Deductible Buyback #1	Landmark America	$50,000	$73,255.00
Deductible Buyback #2 Reinstate Limit	Landmark America	$50,000	$28,337.00
Differences & Conditions	Ace American Ins		$11,700.00
Kidnap & Extortion	Ace American Ins		$3,509.00
General Liability	Travelers	$50,000 SIR	$895,098.00
Employee Benefits	Travelers	$50,000 SIR	Included
Auto Liability	Travelers	$50,000 SIR	Included
Auto Comprehensive Collision	Travelers	 $10,000 $10,000	Included
Law Enforcement Liability	Travelers	$100,000 SIR	Included
Management Liability	Travelers	$100,000 SIR	Included
Employment Practices Liability	Travelers	$100,000 SIR	Included
Crime	Travelers	$10,000	Included
Medical Malpractice Liability	Evanston Ins Co	$25,000	$67,619.00
Errors & Omissions District Clerk	Certain Underwriters Lloyds	$1,000	$8,780.00
Errors & Omissions County Clerk	Certain Underwriters Lloyds	$1,500	$6,162.00
Pollution Liability	Illinois Union	$5,000	$3,200.00
Mexico Auto Liability Theft, Vandalism, Fire & Natural Phenomena Collision Overturn & Glass	Grupo Nacional Provincial	 $1,000 $500 $500	$4,003.00
Third Party Admin	TriStar	N/A	$43,500.00

ALL FORMS OF INSURANCE

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Date: October 22, 2008

To: Ms. Evangelina Garcia- Hidalgo County Purchasing

From: Ramon Montalvo III, C.I.C.

Re: Renewal Information on various Property/Casualty Coverages effective 1/1/2009

Message:

I'm attaching a schedule of projected renewal premiums and fees for the above referenced policies. The renewal figures are based on information (exposures/basis) as of 9/20/08. Any additional vehicles, equipment or property that is added since then will be calculated accordingly.

The following are some highlights on some of the renewal policies:

1. Property (Chubb)-
   The premium increased minimally due to changes/claims throughout the year. Windstorm/Hail deductible remains at $500,000 but will now be based on "per premises" instead of "per occurrence".

2. Casualty (Travelers)-
   Rates were reduced but the premium is slightly higher due to increase in exposure on autos (increase of over 25%), jail personnel, and budget.

3. Medical Malpractice (Evanston)-
   Premium increased moderately due to additional patient visits.

As you can see, the total projected figures equal to about a 5% increase over the last year. This is a minimal increase in light of the property losses and increase in exposures.

We appreciate the opportunity to be of continued service to the county. The next step will be to secure various signatures on the applications and forms. We would send you proof of renewal coverage no later than 12/01/08.

Independent Insurance Agent

ALL FORMS OF INSURANCE

Trusted Choice

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

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MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

SUMMARY
2009 - 2010

Named Insured: Hidalgo County

Commercial Property (Chubb – Federal Insurance):	$364,684.00
Boiler & Machinery (Chubb –Federal Insurance):	Included
Deductible Buy Back (Landmark America):	$ 99,915.00
Deductible Buy Back-reinstatement limit:	Included
Differences in Conditions (Ace American Ins):	$ 11,975.00
Kidnap & Extortion (Ace American Ins):	$ 3,650.00
Casualty (Travelers Ins Co):	$958,963.00
General Liability(Travelers Ins Co):	Included
Employee Benefits Plan (Travelers Ins Co): Administration Liability:	Included
Automobile Liability & Physical Damage (Travelers Ins Co):	Included
Public Officials & Employment Practices Liability (Travelers Ins Co):	Included
Law Enforcement Liability (Travelers Ins Co):	Included
Crime (Travelers Ins Co):	Included
Medical Malpractice Liability (Evanston Ins Co):	$77,589.00
Errors & Omissions District Clerk (Certain Underwriters @ Lloyds):	$ 8,517.00
Errors & Omissions County Clerk (Certain Underwriters @ Lloyds):	$ 6,372.00
Pollution Liability (Illinois Union):	$ 3,375.00
Mexico Automobile (Grupo Nacional Provincial):	$ 3,500.00
Third Party Administration (TriStar):	$ 45,675.00

Independent Insurance Agent

ALL FORMS OF INSURANCE

Trusted Choice

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Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

10. **Requesting authority to exercise the additional one year extension as provided under contract for "Concrete Mix & Delivery Services" for Hidalgo County, under the same rates, terms and conditions with South-Tex Concrete. C-07-344-10-09 Effective: 10/10/08-10/09/09**

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

11. **Presentation for discussion, consideration and action on "Hidalgo County Property And Casualty Policies". Policies will expire on 12/31/08 but have the options to renew/extend two (2)-one(1) year terms with Commissioners Court approval. The insurance carriers are requesting documentation for the purposes of providing renewal premium pricing/terms for coverages expiring at the end of this year.**

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

12. **Presentation of options in connection with disposition of county surplus through auction, including, but not limited to, the following:**

A. Exercise the County's current option to extend for an additional sixty (60) days with Abrego Towing & Storage, LLC for contract #s C-07-069 & C-07-370 so as to have no lapse in service and thus permit the development and drafting of modifications of the current specifications, requirements, terms and conditions with the user departments to address numerous concerns which will be in the best interest of Hidalgo County's surplus and/or confiscated property auction program;

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

B. Requesting authority to advertise sealed bids with concurrence and approval of final procurement packet (i.e. specifications and draft contract document-approved by legal counsel) by the user departments for:
"Auctioneer Services-Hidalgo County" on an "as needed basis". (Bid No. 2008-370);

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

C. Authority to initiate an on-line web based surplus and confiscated property auction program on an "as needed basis" with an awarded vendor through the County's membership/participation with a cooperative purchasing program as an additional disposition of surplus and/or confiscated property.

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

13. **Requesting authority to exercise the one (1) year option to extend (as provided in current contract) for: C-06-231-01-16-HIDALGO COUNTY-ACTUARIAL SERVICES FOR GASB 43 and/or 45, under the same rates, terms, and conditions with Milliman Consultants and Actuaries.**

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

AI-11374 **17.A.11.**

STATUS REPORT ON PROPERTY AND CASUALTY INSURANCE POLICIES

CC REGULAR

Date: 09/30/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: ROY QUINTANILHA
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action on "Hidalgo County Property And Casualty Policies". Policies will expire on 12/31/08 but have the options to renew/extend two (2)-one(1) year terms with Commissioners Court approval. The insurance carriers are requesting documentation for the purposes of providing renewal premium pricing/terms for coverages expiring at the end of this year.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No account number is required at this time (it is only a status report to Commissioners Court).

Attachments

Link: REQUESTED INFORMATION FROM MONTALVO INSURANCE
Link: INSURANCE CARRIERS
Link: SUMMARY

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	09/24/2008 03:34 PM	CREATED
1	Purchasing Department	Marty Salazar	09/25/2008 05:42 PM	APRV
2	Budget & Management	Veronica Lopez	09/26/2008 07:43 AM	APRV
3	Veronica Lopez	Veronica Lopez	09/26/2008 08:07 AM	APRV

AI-11839 **19.A.16.**

PIPES

CC REGULAR

Date: 10/28/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting authority to advertise request for bids with approval of procurement packet (i.e. draft specifications and draft contract) as attached hereto for: "PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items - RFB No. 2008-343-11-19-otm;
B. Determination by Commissioners Court in connection with assignment of:
1. a twenty-five (25%) percent cap/limit on escalation clause;
2. no cap on escalation clause;
3. a _____ percent (____%) cap on escalation clause;

Note: During the current contract term no escalation has been requested by vendor(s).

BACKGROUND

Draft Specs
Draft Contract

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1201-431-00-12X-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1201-431-00-121-005-0-674 Available balance as of 10-23-08 $10,862.00
8-1202-431-00-122-006-0-674 Available balance as of 10-23-08 $3,280.00
8-1203-431-00-123-005-0-731 Available balance as of 10-23-08 $179,688.73
8-1203-431-00-123-005-0-674 Available balance as of 10-23-08 $19,324.00
8-1204-431-00-124-007-0-674 Available balance as of 10-23-08 $25,127.72
8-1204-431-00-124-007-0-731 Available balance as of 10-23-08 $202,808.85
8-1100-415-18-160-001-0-540 Available balance as of 10-23-08 $16,102.71

Attachments

Link: draft contract
Link: draft specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/23/2008 01:51 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 02:14 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/23/2008 03:17 PM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 09:35 AM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 09:58 AM	APRV

Form Started By: Olga Montero Started On: 10/22/2008 08:33 AM

Final Approval Date: 10/24/2008

REQUIREMENTS AGREEMENT
C-08-343-00-00-otm

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THIS AGREEMENT (the "Agreement") is entered into effective as of_____, 2009 by and between_____, a resident of Hidalgo County, Texas ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** in the areas of **Hidalgo County** projects for a period of **January 01, 2009** from **December 31, 2009** with the option to renew for an additional **one (1) year term**; and an additional sixty (60) day grace period, under the same rates, terms, and condition, 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,

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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:

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.

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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.

DRAFT

APPROVED BY COMMISSIONERS COURT ON, _____.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____
Date:_____

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor_____
By:_____
Printed Name:_____
Title:_____
Date:_____

DRAFT

EXHIBIT "A"
SPECIFICATIONS

DRAFT

EXHIBIT "B"
PAYMENT SCHEDULE

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

Hidalgo County
Bid No. 08-343-00-00

DRAFT

PIPES-
"Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

INSTRUCTION TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County, or Job Site, **"PIPES- Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"**.

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS

Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price.

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2009 through December 31, 2009 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. 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.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

Category A:	Pipes
Category B:	Inlets
Category C:	Manholes
Category D:	Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County.

7. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

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8. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **Market Volatility and Unit Price Adjustments**:

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

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

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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ADDITIONAL INFORMATION

Further information required for this project can be addressed through the Hidalgo County Purchasing Department through Olga T. Montero. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile no later than, Wednesday, _____ at 5:00 P.M., at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, _____ _____.

DRAFT

PIPES-
"Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

CORRUGATED PVC STORM SEWER PIPE SPECIFICATIONS

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN:
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either external plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil-tight joint (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals") as required.

4.0 INSTALLATION
PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE* (AASHTO M304)
(INCHES)	(FEET)
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load)= 12" (ASTM D2321 with Class A1 embedment)

DRAFT

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishing of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two re-rolled annular ends.

4.0 CLASSIFICATION (TYPE)
FOR DIAMETERS 46" THROUGH 96":
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of 3/4" x 3/4" 7 ½" as descried in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lockseams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All pipes manufactured with ALUMINIZED STEEL type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3mm) measured from the crest of the corrugations, on the top of ribs (as in Type IR pipe) , or on the smooth inside surface of the pipe. The coating shall be uniform class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE
Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS
Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three nominal sheet thicknesses lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

DRAFT

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specification for Highway Bridges, Section 26 and ASTM A798.

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS CON'T.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by the linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, juntion chambers, or other structures are included in lines of pipe, that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges, and types of corrugated steel pipe.

Payments shall be full compensation for furnishing, transporting, and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the Installation in accordance to these specifications.

DRAFT

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM - C-76 Class III.

D.1 General:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture, and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13, and C-14, respectively.

D.2 Steel Reinforcements:

The reinforcing steel shall conform to requirements of Class III reinforced concrete pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 Physical Test Requirements:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

Related Paragraphs

C-2 Cement:

The cement shall be Type II, low alkali, in accordance with Federal Specifications SS-C-1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 Admixture:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-½ ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon, or other admixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C.4 Concrete Strength:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 Concrete Mixture:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "The maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-½ inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe."

C-6 Curing Requirements:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361."

C-7Wall Thickness:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, "Physical Test Requirements," hereof.

C-8 Pipe Lengths:

The maximum lengths of pipe sections shall be 8 feet.

C-10 Physical Test Requirements:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

(PLEASE REVIEW TABLE A CHART)

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TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (Inches)	Minimum Shell Thickness (Inches)	Internal Hydrostatic Pressure On Individual Section Of Pipe (PSI)	Minimum 3-Edge Bearing Load (Pounds Per Linear Foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2-¼	45	2,100
24	2-½	40	2,200
30	2-¾	35	2,500
36	3	30	4,050
42	4-½	30	4,725
48	5	30	5,400
54	4-½	25	6,075
60	6	25	6,750
72	7	25	8,100

C.11 Joints:

Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

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Hidalgo County
Bid No. 08-343-00-00
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY A) PIPES BID PAGE

REINFORCED CONCRETE PIPE			
DESCRIPTION	CLASS III PRICE	CLASS IV PRICE	CLASS V PRICE
15"	LF	LF	LF
18"	LF	LF	LF
24"	LF	LF	LF
30"	LF	LF	LF
36"	LF	LF	LF
42"	LF	LF	LF
48"	LF	LF	LF
54"	LF	LF	LF
60"	LF	LF	LF
72"	LF	LF	LF

POLYETHYLENE PIPE- 20 FOOT JOINTS High density, polyethylene pipe, smooth interior, with H-20 load rating	
DESCRIPTION	PRICE
8"	LF
12"	LF
15"	LF
18"	LF
24"	LF
30"	LF
36"	LF
42"	LF
48"	LF
54"	LF
60"	LF
72"	LF

HEAVY WALL CONCRETE PIPES- 3 FOOT JOINTS	
DESCRIPTION	PRICE
15"	LF
18"	LF
24"	LF
30"	LF
36"	LF

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42"	LF
48"	LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE	
12"	LF
15"	LF
18"	LF
24"	LF
30"	LF
36"	LF

POLYVINYL CHLORIDE (PVC) IRRIGATION PIPE, 80 PSI	
10"	LF
12"	LF
16"	LF

CORRUGATED STEEL STORM SEWER PIPE
(Unit price includes one gasketed band connection for every 20 foot joint)

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE
36"			
42"			
48"			
54"			
60"			
66"			
72"			
78"			
84"			
90"			
96"			
102"			
108"			
114"			
120"			
126"			
132"			
138"			
144"			

RUBBER GASKET JOINT CONCRETE PIPE	
DESCRIPTION	PRICE
8'X12"	LF
8'X15"	LF

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8'X18"	LF
8'X24"	LF
8'X30"	LF
8'X36"	LF
8'X42"	LF
8'X48"	LF

PLUMBING PIPES- 20 FOOT SECTIONS			
PVC	PRICE	COPPER	PRICE
½"			
1 ½"		½"	
2"		3/4"	
3"			
4"			

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Hidalgo County
Bid No. 08-343-00-00
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY B) INLETS BID PAGE

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	10'
TY "A" INLET																
TY "A" (SPL-1) INLET																
TY "C" INLET																
TY "CC" INLET																
TY "F" INLET																
TY "F" (SPL-1) INLET																

(CATEGORY C) MANHOLES

DESCRIPTION	PRICE													
	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TY "A" MANHOLE														
TY "A-1" MANHOLE														
TY "M" MANHOLE														

(CATEGORY D) MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/ VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR18	LF	
2" PVC SCHEDULE 40 WATER LINE DR 18	LF	
1.5" PVC SCHEDULE 40	LF	
0.75" PVC SCHEDULE 40	LF	
0.5" PVC SCHEDULE 40	LF	
8" 90 DEGREE ELL	EA	
8"X2" WATER SADDLE W/ 2' CORPORATE VALVE	EA	

AI-11845 **19.A.17.**

Approval of Request for Payment Application No. 5 from Enriquez Enterprises for the Headstart Central Kitchen

CC REGULAR

Date: 10/28/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Approval of Request for Application No. 5 in the amount of $83,744.40 from awarded contractor, Enriquez Enterprises, Inc., for the, "Construction of Hidalgo County Headstart Central Kitchen," and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-444-00-220-032-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 600547 has $238,584.00 available to pay pending invoice as of 10/23/08.

Attachments

Link: Payment No. 5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 04:10 PM	APRV
2	Budget & Management	Veronica Lopez	10/22/2008 04:31 PM	APRV
3	Dale Kennan	Dale Kennan	10/23/2008 08:07 AM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 01:52 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 03:51 PM	APRV
Form Started By: Rocio Villarreal			Started On: 10/22/2008 10:25 AM	
Final Approval Date: 10/24/2008				

rofa
architects

rike
ogden
figueroa
allex

October 16, 2008

Angela Garcia
Hidalgo County Office of Budget & Management
2818 S. Hwy 281
Edinburg, Texas 78539

Re: Hidalgo County Headstart Central Kitchen
Purchase Order No. for Enriquez Enterprises is 600547

Dear Ms. Garcia:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment #5 submitted by Enriquez Enterprises, Inc. in the amount of **$83,744.40.**
2. Affidavit and Partial Waiver of Lien #5 dated September 25, 2008.
3. Statement of Surety Company for Review of Application for Payment #5 dated September 25, 2008.

If you have any questions please do not hesitate to call our office.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Cc: Lupita Garza, Accounting Clerk (1 set)
Martha Salazar, Hidalgo County Purchasing Agent (1 set)

Received by: _____

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER County of Hidalgo
Edinburg, TX 78539

FROM CONTRACTOR:
Enriquez Enterprises, Inc.
P.O. Box 2999
Edinburg, TX 78540

CONTRACT FOR: General Construction

PROJECT: Hidalgo County Headstart Central Kitchen

VIA ARCHITECT Rike-Ogden-Figueroa Architects
1007 Walnut Ave.
McAllen, TX 78501

APPLICATION NO: Five
PERIOD TO: Sept. 2008
PROJECT NOS: Forty-Nine
CONTRACT DATE: March 2008

Distribution to:
[X] OWNER
[X] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$722,000.00
2. Net change by Change Orders		
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 722,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 624,504.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	31,225.20	
b. 5 % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		31,225.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		593,278.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		509,534.40
8. CURRENT PAYMENT DUE		$83,744.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 128,721.20

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
Enriquez Enterprises, Inc.

By: _____ Date: Sept. 30, 2008

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 30th day of Sept.
Notary Public: Esther E. Hernandez
My Commission expires: 4-19-2012

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 83,744.40

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

ARCHITECT: Rike-Ogden-Figueroa Architects

By: _____ Date: 10·16·8

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Five
APPLICATION DATE: Sept. 30, 2008
PERIOD TO: Sept. 30, 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Bonds & Insurance	$14,000.00	$14,000.00			$14,000.00	100.00%		$700.00
2	General Conditions	$15,300.00	$11,750.00	$2,500.00		$14,250.00	93.14%	$1,050.00	$712.50
3	Supervision	$24,000.00	$20,000.00	$4,000.00		$24,000.00	100.00%		$1,200.00
4	Temporary Fence/Barricade	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
5	Dumpster/Trash Removal	$6,000.00	$4,000.00	$1,000.00		$5,000.00	83.33%	$1,000.00	$250.00
6	Equipment Rental	$4,500.00	$3,000.00	$1,500.00		$4,500.00	100.00%		$225.00
7	Progress Cleaning	$3,000.00	$2,000.00	$1,000.00		$3,000.00	100.00%		$150.00
8	Field Engineering	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
9	Temporary Light	$2,500.00						$2,500.00	$0.00
10	Building Pad/Select Fill	$13,620.00	$13,620.00			$13,620.00	100.00%		$681.00
11	Utilities: Sewer	$16,155.00	$16,155.00			$16,155.00	100.00%		$807.75
12	Utilities: Water	$17,500.00		$17,500.00		$17,500.00	100.00%		$875.00
13	Utilities: Storm	$4,274.00	$4,274.00			$4,274.00	100.00%		$213.70
14	Asphalt Paving (Site Work)	$30,807.00	$22,400.00	$8,407.00		$30,807.00	100.00%		$1,540.35
15	Concrete Paving (Site Work)	$3,600.00	$3,600.00			$3,600.00	100.00%		$180.00
16	Concrete Curb & Gutter (Site Work)	$4,512.00	$4,512.00			$4,512.00	100.00%		$225.60
17	Final Grading & Swells	$2,500.00	$2,500.00			$2,500.00	100.00%		$125.00
18	Termite Control	$531.00	$531.00			$531.00	100.00%		$26.55
19	Concrete Foundation	$20,200.00	$20,200.00			$20,200.00	100.00%		$1,010.00
20	Reinforcing Steel: Foundation	$7,058.00	$7,058.00			$7,058.00	100.00%		$352.90
21	Concrete Pump	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
22	Concrete Sidewalks (Site Work)	$6,920.00	$6,920.00			$6,920.00	100.00%		$346.00
23	Light Pole (Site Work)	$1,000.00						$1,000.00	$0.00
24	Masonry	$44,000.00	$44,000.00			$44,000.00	100.00%		$2,200.00
25	Reinforcing Steel: Masonry	$0.00							$0.00
26	Splash Blocks	$500.00		$500.00		$500.00	100.00%		$25.00
27	Structural Steel	$47,000.00	$47,000.00			$47,000.00	100.00%		$2,350.00
28	Trench Covers/Pipe bollards (Site Work)	$800.00		$800.00		$800.00	100.00%		$40.00
29	Custom Cabinets	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00

CONTINUATION SHEET

AIA DOCUMENT G703

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Five
APPLICATION DATE: Sept. 30, 2008
PERIOD TO: Sept. 30, 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
30	Dampproofing & Waterproofing	$9,200.00	$9,200.00			$9,200.00	100.00%		$460.00
31	Joint Sealers	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
32	Hollow Metal Frames & Doors	$7,386.00	$7,386.00			$7,386.00	100.00%		$369.30
33	Wood Doors	$2,170.00	$2,170.00			$2,170.00	100.00%		$108.50
34	Finish Hardware	$8,450.00	$7,202.00	$1,248.00		$8,450.00	100.00%		$422.50
35	Installation of HMF, Doors, & Hardware	$6,000.00	$4,500.00	$1,500.00		$6,000.00	100.00%		$300.00
36	Special Doors	$1,756.00	$1,756.00			$1,756.00	100.00%		$87.80
37	Installation of Special Door	$500.00	$500.00			$500.00	100.00%		$25.00
38	Glass & Glazing	$890.00	$890.00			$890.00	100.00%		$44.50
39	Gypsum Drywall	$5,600.00	$5,600.00			$5,600.00	100.00%		$280.00
40	Portland Cement Plaster	$7,800.00	$7,800.00			$7,800.00	100.00%		$390.00
41	Ceramic Tile Floor Finish	$2,850.00	$2,850.00			$2,850.00	100.00%		$142.50
42	Acoustical Ceilings	$12,600.00	$8,000.00			$8,000.00	63.49%	$4,600.00	$400.00
43	Resilient Base	$2,400.00		$2,400.00		$2,400.00	100.00%		$120.00
44	Painting	$12,000.00	$12,000.00			$12,000.00	100.00%		$600.00
45	Lockers	$5,000.00		$5,000.00		$5,000.00	100.00%		$250.00
46	Identifying Devices	$602.00	$602.00			$602.00	100.00%		$30.10
47	Fire Extinguishers/Cabinets	$650.00	$650.00			$650.00	100.00%		$32.50
48	Toilet Accessories	$1,934.00	$1,934.00			$1,934.00	100.00%		$96.70
49	Installation of Specialty Items	$2,800.00	$2,800.00			$2,800.00	100.00%		$140.00
50	Food Service Equipment	$32,975.00	$32,975.00			$32,975.00	100.00%		$1,648.75
51	Mapes Canopies	$5,146.00	$5,146.00			$5,146.00	100.00%		$257.30
52	Plumbing	$71,361.00	$54,743.00	$1,618.00		$56,361.00	78.98%	$15,000.00	$2,818.05
53	HVAC	$62,000.00	$59,650.00	$2,350.00		$62,000.00	100.00%		$3,100.00
54	Electrical	$81,400.00	$42,978.00	$16,829.00		$59,807.00	73.47%	$21,593.00	$2,990.35
55	Permits	$3,000.00	$3,000.00			$3,000.00	100.00%		$150.00
56	Landscape Allowance	$6,000.00						$6,000.00	$0.00
57	Betterment Allowance	$12,000.00						$12,000.00	$0.00
58	Final Clean-up	$1,470.00						$1,470.00	$0.00

CONTINUATION SHEET

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PERIOD TO: Sept. 30, 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
59	Plumbing Allowance	$5,000.00						$5,000.00	$0.00
60	HVAC Allowance	$5,000.00						$5,000.00	$0.00
61	Electrical Allowance	$17,000.00						$17,000.00	$0.00
62	Contractor's Fee	$24,283.00		$20,000.00		$20,000.00	82.36%	$4,283.00	$1,000.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
	GRAND TOTALS	$722,000.00	$536,352.00	$88,152.00		$624,504.00	86.50%	$97,496.00	$31,225.20

AFFIDAVIT AND PARTIAL WAIVER OF LIEN #5
THE STATE OF TEXAS COUNTY OF HIDALGO

PROJECT: Construction of the Hidalgo County Headstart Central Kitchen

BEFORE ME, the undersigned authority, on this day personally appeared, **Gilbert Enriquez,** who being duly sworn, upon his oath, declares and acknowledges as follows:

1. I am a duly authorized representative of **Enriquez Enterprises, Inc.** (the "General Contractor").

2. There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application. All due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's materialman's or laborer's lien or claim or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work.

EXECUTED this 25th day of September 2008

By:_____
Gilbert Enriquez, VP

Subscribed and Sworn to before me by the said Vice President of Enriquez Enterprises, Inc. this 25th day of September 2008, to certify which witness my hand and seal of office.

Seal:

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

NOTARY PUBLIC in and for
The State of Texas

4-19-2012
My Commission Expires on:

PAYMENTS AND COMPLETION

"This is to confirm that we have reviewed the application for payment no. **five** submitted by **Enriquez Enterprises, Inc.**, the Contractor, for work performed for **Hidalgo County Headstart Central Kitchen** and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County."

Signature of Surety: _____

Andy Alvarez
Valley Insurance Providers
Bonding Agent

Acknowledgement

This instrument was acknowledged before me, the undersigned authority, by

Andy Alvarez on the 10th day of October, 2008

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

Esther E. Hernandez
Notary Public for the State of Texas

AI-11925 **19.A.18.**

Authority to Purchase of File Shelving
CC REGULAR

Date: 10/28/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

District Clerks Office:
Requesting authority to purchase file shelving for the criminal and civil divisions of the District Clerk 's Office through Hidalgo County's membership/participation with the Texas Multiple Award Schedule (TXMAS) (Contract TXMAS-3-51V020-1) through requisition #142178 in the amount of $23,322.53.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-090-001-0-666
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req # 142178 in the amount of $23,322.53 as of 10-24-08
Available in account as of 10-24-08 $3.24

Attachments

Link: Shelving Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 10:21 AM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 10:51 AM	APRV
3	Veronica Lopez	Veronica Lopez	10/24/2008 01:20 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Matilde Faz Started On: 10/24/2008 09:12 AM

Final Approval Date: 10/24/2008

Requisition

Req # 00142178

PO #

Date: 10/22/08

Regular 10/28/08 # 11925 11/4/08 moved to 28 Oct.

Bill To: x
x

Vendor : 294144
MSC INDUSTRIAL SUPPLY CO.
75 MAXESS ROAD
MELVILLE NY 11747
FAX (956)412-8131

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **STEPHANIE**
956-318-2200

Contract No:

Special Instructions:
REQ. NO: 102208-2

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER STATE OF TEXAS APPROVAL TXMAS-3-51V020-1 PRICING Quote Number: 6285171 DO NOT DUPLICATE ORDER		
14.00	EACH	(01288828) STARTER 87"X 48" X 18 STARTER CLSD UNT 5 SHL	312.66	4,377.24
49.00	EACH	(01289180) ADDER 87"X 48" X 18 ADDER CLSD UNT 5 SHL	248.73	12,187.77
1.00	EACH	INSTALLATION CHARE QIA	4,508.27	4,508.27
3.00	EACH	(04207437) 48X24X72" 3 ADJ SHELF CLEARVIEW CABINET	596.47	1,789.41
1.00	EACH	(93363315) 36X24X72" 3 ADJ SHELF CLEARVIEW CABINET	459.84	459.84
		Account No	Encumbrance	
		8-1100-412-00-090-001-0-666	23,322.53	
			Freight	.00
			Total	23,322.53
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

TXMAS

Authorized By: _____

Matilde Faz

From: Stephanie [Stephanie@co.hidalgo.tx.us]
Sent: Thursday, October 23, 2008 5:13 PM
To: matilde.faz@co.hidalgo.tx.us; blanca.mayorga@co.hidalgo.tx.us; tanya.delira@co.hidalgo.tx.us
Subject: FW: Your MSC Quote - REQ# 142178 SHELVING QUOTE COURT

Back-up for req# 142178

From: BRANCHHRL@MSCDIRECT.COM [mailto:BRANCHHRL@MSCDIRECT.COM]
Sent: Thursday, October 23, 2008 4:38 PM
To: stephanie@co.hidalgo.tx.us
Subject: Your MSC Quote - Cust Ref #SHELVING QUOTE COURT

MSC Industrial Supply Co.

*** QUOTE ***

HARLINGEN
2125 NO. 77 SUNSHINE STRIP
HARLINGEN, TX, 78550

Quote Number: **6298155**
Date: **10/23/2008**

BILL TO:

HIDALGO COUNTY
DISTRICT CLERK
EDINBURG, TX 78539

SHIP TO:

HIDALGO COUNTY
DISTRICT CLERK
EDINBURG, TX 78539

Contact Name: STEPHANIE PALACIOS
Custmer Account# 01869636
Ship-To Number: 01922762
Contact: 956-318-2200 X6249

Quoted by: 169 WILLIE ZEPEDA*#9258BSMHRL
Location: HRL
Phone #: 800-596-4748
Effective From: 10/23/2008
Effective To: 11/21/2008
Quote Type: Regular Quote

Line	Item #	Big Book® Page #	Qty. Quoted	Unit Price	Disc %	Disc. Unit Price	Ext. Price
1	01288828	3007	14	$312.66	0	$312.66	$4,377.24
Description: STARTER 87"X 48" X 18 STARTER CLSD UNT 5 SHL							
2	01289180	3007	49	$248.73	0	$248.73	$12,187.77
Description: ADDER 87"X 48" X 18 ADDER CLSD UNT 5 SHL							
3	59522318	none	1	$4,508.27	0	$4,508.27	$4,508.27
Description: INSTALLATION CHARGE QIA							

4	04207437	3040	3	$795.29	25	$596.47	$1,789.41
Description: 48X24X72" 3 ADJ SHELF CLEARVIEW CABINET							
5	93363315	3040	1	$613.12	25	$459.84	$459.84
Description: 36X24X72" 3 ADJ SHELF CLEARVIEW CABINET							

Total Quote Value: **$23,322.53**
Customer Reference Number: **SHELVING QUOTE COURT**
Quote Number: **6298155**

Stephaine,
I adjusted the quote to meet your budget spend.
The total price includes on site installation
in your facility. The only thing Hidalgo County
is responsible for is a forklift to unload
material from freight truck once it arrives.
Thanks,
Willie Zepeda
State Contract Number: TXMAS-3-51V020-1

Thank you for allowing us the opportunity to quote your requirements.
Please refer to the above quote number when placing your order.

If you have any questions or concerns, please contact our General Customer Service Representatives toll-free at 1-800-645-7270. General customer service is available Monday through Friday 7am-11pm ET or Saturday 8am-5pm ET .

You can also visit Customer Support on the web, or email us at Customer Service
To search, order or learn more about MSC, log on @ www.mscdirect.com.

MSC TERMS AND CONDITIONS

1. Unless otherwise stated in comments or in your account profile, prices quoted are FOB SHIPPING POINT.

Freight charges will be prepaid and added to your invoice.

2. Unless otherwise stated in comments, standard payment terms are NET 30 DAYS from the date of the invoice.

3. All items will be manufactured to our vendors standard dimensions and tolerances unless otherwise specified.

4. Our vendors reserve the right to overship or undership by 10% or one piece. An additional charge may be imposed for quotes requesting exact quantities (no over or under) shipments.

5. Unless otherwise stated, this quote is valid for 30 days from the date of the quote.

6. Unless otherwise stated, Special Order Items are deemed non-returnable, unless there is a manufacturing fault.

For a complete listing of our Terms and Conditions, refer to the Terms and Conditions page in the front of our current catalog at: http://www1.mscdirect.com/CGI/NNPAGE?PMPAGE=custsupp/terms.html&PMINI=Y

blanca mayorga

From: Stephanie [Stephanie@co.hidalgo.tx.us]
Sent: Thursday, October 23, 2008 3:28 PM
To: matilde.faz@co.hidalgo.tx.us; blanca.mayorga@co.hidalgo.tx.us; tanya.delira@co.hidalgo.tx.us
Cc: martha.salazar@co.hidalgo.tx.us
Subject: RE: MSC Req# 142178

From: Jose Reyes (HRL) [mailto:ReyesJ@mscdirect.com]
Sent: Thursday, October 23, 2008 9:01 AM
To: stephanie@co.hidalgo.tx.us
Cc: Luis Solis (HRL)
Subject:

Good morning Stephanie, here is our contract number for the state TXMAS-3-51V020-1, if there is a question or doubt feel free to call or e-mail me.
Thanks :-)

JOSE MANUEL REYES
Inside Account Executive
MSC INDUSTRIAL SUPPLY
(956) 412-6500- PHONE(TELEFONO)
(956) 412-8131-FAX
reyesj@mscdirect.com

DISCLAIMER:
This e-mail is intended for the use of the addressee(s) only and may contain privileged, confidential, or proprietary information that is exempt from disclosure under law. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this e-mail in error by replying to the e-mail. Please then delete the e-mail and destroy any copies of it. Thank you.

AI-11934 **19.A.19.**

Individual Stop Loss- Policy Options
CC REGULAR

Date: 10/28/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration and action on "Hidalgo County Individual Stop Loss Policy" with "ING". Policy will expire on January 31, 2009 but Hidalgo County has the option to renew/extend for an additional year with Commissioners Court approval. The insurance carrier (ING) is currently working the preliminary documentation for the purposes of providing renewal premium pricing/terms for coverages expiring January 31, 2009; or, in the alternative,

B. Requesting authority to advertise for: "Hidalgo County Individual Stop Policy"

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 2201-415-00-115-010-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: ING Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 03:42 PM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 03:49 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/24/2008 05:19 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW
Form Started By: Vangie Garcia			Started On: 10/24/2008 02:26 PM	
Final Approval Date: 10/24/2008				

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

C-07-126A-12-05

Plan Sponsor: Hidalgo County
Plan Sponsor Group No: 66028-1
Contract Period: From February 1, 2008 through January 31, 2009
Third Party Claim Administrator Name: BlueCross BlueShield (TX Healthcare Service Corporation)

☒ **INDIVIDUAL EXCESS RISK (coverage provided if checked)**

BENEFITS TO BE COVERED:
☒ Medical ☒ Other (please specify): Prescription Drugs

CONTRACT BASIS:
☐ Incurred and paid in 12 months
☐ Incurred in 15 months and paid in 12 months
☐ Paid in 12 months
☐ Incurred in 12 months and paid in 15 months
☒ Incurred in 12 months and paid in 12 months
☐ Other:

Individual Deductible: ☒ Yes ☐ No
$100,000.00 per Individual

Lasered individuals as identified in the disclosure process: N/A

True Family Deductible: ☐ Yes ☒ No
$ per Family

Aggregating Individual Deductible: ☐ Yes ☒ No
$ (Individual Excess Risk must be elected)

Benefit Percentage 100%

ReliaStar Life's:
Maximum Individual Annual Benefit: $N/A
Maximum Individual Lifetime Benefit: $2,000,000.00 minus the Individual Deductible

Monthly premium rates: $27.60 Employee
$60.85 Employee + Family

Optional (will apply if checked)
☐ Advance Funding
☒ Terminal Liability
☐ Laser Free Renewal Option for renewal. Maximum renewal increase for limited to %.

Minimum Enrollment Required for Renewal of Coverage: 100 Employees Covered for Medical.

Covered Individuals are defined in the Employee Benefit Plan with the exception of: N/A

Coverage Exclusions and Limitations defined in this policy will apply with the exception of: N/A

Waiver of Actively at Work Requirement: The employees' actively at work requirements are waived, on the effective date of ReliaStar's coverage, for those employees who have been covered under the Plan Sponsor's self-funded Plan of Benefits.

Premium Due Date: Individual Excess Risk is due the first day of each policy month.

Approved for ReliaStar Life: Date: 4/15/08 By: [signature]

Group Name: Hidalgo County
Group Number: 66028-1

RELIASTAR LIFE INSURANCE COMPANY

Home Office: Minneapolis, Minnesota 55440

GROUP POLICY NUMBER: 66028-1EXRSK

EFFECTIVE DATE: February 1, 2008

ANNIVERSARY DATE: February 1

PLAN SPONSOR: Hidalgo County

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE PLAN SPONSOR DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE PLAN SPONSOR IS A NON-SUBSCRIBER, THE PLAN SPONSOR LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE PLAN SPONSOR MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND APPROVED.

ReliaStar Life Insurance Company (ReliaStar Life) agrees to pay the benefits stated in this Policy at its Home Office when it receives proof of a valid claim.

This Policy is issued in consideration of the Plan Sponsor's Application and payment of premiums when due. A copy of the Plan Sponsor's Application is attached and forms a part of this Policy.

This Group Policy is effective on the Effective Date for an initial Policy Year ending February 1, 2009. Policy Months and subsequent Policy Years are determined from the Anniversary Date. All periods of insurance will begin and end at 12:01 a.m. Standard Time at the Plan Sponsor's place of business.

The first premium is due and payable in full on the Effective Date. Each subsequent premium is due and payable in full on its respective Premium Due Date.

ReliaStar Life, in performing its obligations under this Policy, is limited in its obligations to those described herein. ReliaStar Life is not a party to, nor a guarantor of, the self-funded benefits which are provided by the Plan Sponsor. ReliaStar Life is not a Plan Administrator or Fiduciary with respect to any such Plan as those terms are used in the Employee Retirement Income Security Act of 1974.

The Plan Sponsor understands the liability assumed under the portion of the Employee Benefit Plan which he is self-insuring and further understands that he is exempted from Article 1.14-1 of the Texas Insurance Code only if a qualified Employee Benefits Plan has been filed and meets the requirements of ERISA.

This Group Policy is delivered in the state of Texas and is governed by its laws.

Executed at Minneapolis, Minnesota on April 28, 2008.

President

Registrar

Secretary

This Group Policy Provides
Individual Excess Risk Insurance

Noncontributory

Nonparticipating

ER03TX90

C-07-126A12-05

ING - Excess Risk Insurance

Hidalgo County

COUNTY OF HIDALGO

Juan D. Salinas, III County Judge

ATTEST:

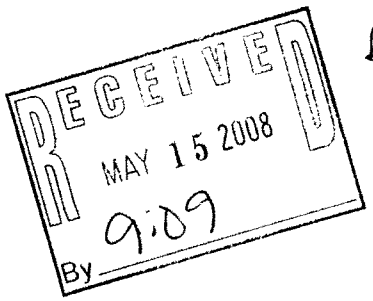
Arturo Guajardo, III, County Clerk

ING

EMPLOYEE BENEFITS

Gayle York
Account Manager

Direct: 972.419.5772
Email: gayle.york@us.ing.com



Delivered by Fred
10.V.

May 12, 2008

Fred Reyna
Hidalgo County
2818 S. Business Highway 281
Edinburg, TX 78541

Re: Excess Risk Insurance, Group No. 66028-1

Dear Fred:

Enclosed is the Excess Risk Insurance contract effective February 1, 2008. Please retain this in your files. Should you have any questions, please do not hesitate contacting me.

Sincerely,

Gayle York

Gayle York
Account Manager

Enc.

Cc: Robert Garza, The McAfee Agency

15455 Dallas Parkway, Suite 1250
Addison, TX 75001
Toll Free: 800.955.6965

Tel.: 972.419.5760
Fax: 972.419-5781

ReliaStar Life Insurance Company, a member of the ING family of companies.

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

Plan Sponsor: Hidalgo County
Plan Sponsor Group No: 66028-1
Contract Period: From February 1, 2008 through January 31, 2009
Third Party Claim Administrator Name: BlueCross BlueShield (TX Healthcare Service Corporation)

☒ **INDIVIDUAL EXCESS RISK (coverage provided if checked)**

BENEFITS TO BE COVERED:
☒ Medical ☒ Other (please specify): Prescription Drugs

CONTRACT BASIS:
☐ Incurred and paid in 12 months
☐ Incurred in 15 months and paid in 12 months
☐ Paid in 12 months
☐ Incurred in 12 months and paid in 15 months
☒ Incurred in 12 months and paid in 12 months
☐ Other:

Individual Deductible: ☒ Yes ☐ No
$100,000.00 per Individual

Lasered individuals as identified in the disclosure process: N/A

True Family Deductible: ☐ Yes ☒ No
$ per Family

Aggregating Individual Deductible: ☐ Yes ☒ No
$ (Individual Excess Risk must be elected)

Benefit Percentage 100%

ReliaStar Life's:
Maximum Individual Annual Benefit: $N/A
Maximum Individual Lifetime Benefit: $2,000,000.00 minus the Individual Deductible

Monthly premium rates: $27.60 Employee
$60.85 Employee + Family

Optional (will apply if checked)
☐ Advance Funding
☒ Terminal Liability
☐ Laser Free Renewal Option for renewal. Maximum renewal increase for limited to %.

Minimum Enrollment Required for Renewal of Coverage: 100 Employees Covered for Medical.

Covered Individuals are defined in the Employee Benefit Plan with the exception of: N/A

Coverage Exclusions and Limitations defined in this policy will apply with the exception of: N/A

Waiver of Actively at Work Requirement: The employees' actively at work requirements are waived, on the effective date of ReliaStar's coverage, for those employees who have been covered under the Plan Sponsor's self-funded Plan of Benefits.

Premium Due Date: Individual Excess Risk is due the first day of each policy month.

Approved for ReliaStar Life: Date: 4/15/08 By: _____

Group Name: Hidalgo County
Group Number: 66028-1

ING
EMPLOYEE BENEFITS
20 Washington Avenue South
Minneapolis, MN 55401

GROUP POLICY

Hidalgo County

Group Benefit Plan: 0066028-1
Hidalgo County Hidalgo County Stoploss - Account 6

INITIAL PREMIUM RATE NOTIFICATION

MODE OF PAYMENT	EFFECTIVE
Monthly	02/01/2008

COVERAGE	PREMIUM RATES
Individual Excess Risk Employee	$ 27.60
Individual Excess Risk Employee + Family	60.85

Please see corresponding Excess Risk Schedule for plan specifications.

Dallas Office/2

All products and services provided by ReliaStar Life Insurance Company or ReliaStar Life Insurance Company of New York.

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IMPORANT NOTICE

To obtain information or make a complaint:

You may call Reliastar's toll-free telephone number for information or to make a complaint at

1-800-323-4900

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P. O. Box 149104
Austin, TX 78714-9104
FAX # (512) 474-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact Reliastar first. If the dispute is not resolved, you may contact the Texas Insurance Department.

ATTACH THIS NOTICE TO YOUR POLICY: This notice does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono grátis de ReliaStar Lifepara información o para someter una queja al

1-800-323-4900

Puede comunicarse con el Departmento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas

P. O. Box 149104
Austin, TX 78714-9104
FAX # (512) 474-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con ReliaStar Life primero. Si no se resuelve la disputa, puede entonces comunicarse con el departmento (TDI).

UNA ESTE AVISO A SU POLIZA: Esta aviso es sólo para propósito de informacín y no se convierte en parte o condición del documento adjunto.

DEFINITIONS

CLAIM PAYOR means a Third Party Claim Payor as defined in the Miscellaneous Provisions section of this Policy, or the Plan Sponsor if no Third Party Claim Payor has been designated to pay claims for the Plan Sponsor's Employee Benefit Plan.

CONTRACT PERIOD means the time period specified in the Excess Risk Schedule and used in determining a Plan Sponsor's eligibility for benefits under this Policy. The initial Contract Period for a Plan Sponsor is also shown in the Plan Sponsor's Application. Subsequent Contract Periods are shown on a separate Excess Risk Schedule.

COVERED INDIVIDUAL means an Employee or a Dependent of an Employee.

DEPENDENT means, subject to the limitations of this Policy, an Employee's dependent who is covered by the terms of the Employee Benefit Plan. If an Employee acquires an additional dependent who is covered under the terms of the Employee Benefit Plan, coverage will be provided under this Policy for expenses incurred by the Plan Sponsor on behalf of the Dependent.

EMPLOYEE means, except as may be provided in the Plan Sponsor's Excess Risk Schedule and subject to the limitations of this Policy, an individual who is:

- covered by the terms of the Employee Benefit Plan;
- actively at work; and
- primarily employed with or a member of the Plan Sponsor.

Coverage will not be effective under this Policy for expenses incurred by the Plan Sponsor on behalf of an Employee until the Employee has reported for active work on a regular working day on or after the later of the Effective Date of:

- the Plan Sponsor's Policy; or
- the Employee's coverage under the Employee Benefit Plan.

EMPLOYEE BENEFIT PLAN means a self-funded plan of benefits which the Plan Sponsor provides for eligible Employees and their eligible Dependents. The benefits are described in a written document. A copy of the document which describes the plan in effect on the Effective Date of a Plan Sponsor's Policy is attached to the Application. Amendments to the Employee Benefit Plan will be included when they occur only to the extent provided in the Material Changes Affecting the Employee Benefit Plan section of this Policy.

EXPECTED CLAIMS RATE means the amount of Expected Claims per month per Unit. The initial Expected Claims Rate(s) is (are) as stated in the Excess Risk Schedule. ReliaStar Life will redetermine the Expected Claims Rate on each anniversary of the Effective Date of the Plan Sponsor's coverage hereunder and on the effective date of each material change to the Employee Benefit Plan.

EXPERIMENTAL OR INVESTIGATIONAL means the use of any treatment, procedure, facility, equipment, drug, device or supply not accepted as standard medical treatment of a condition or illness, or any of such items requiring federal or other government agency approval not granted at the time services are provided.

INCURRED means the date on which services relating to an Eligible Excess Risk Expense were provided to a Covered Individual under the Plan Sponsor's plan.

MAXIMUM INDIVIDUAL LIFETIME BENEFIT means the maximum amount of eligible Excess Risk expenses ReliaStar Life will pay to a Plan Sponsor on behalf of a Covered Individual over the lifetime of that individual. This amount will not be affected by any restoration of an individual's lifetime maximum by the Plan Sponsor under the Employee Benefit Plan, nor by a change of the Plan Sponsor's Third Party Claim Payor.

PLAN SPONSOR means the organization described in the Application which is approved for coverage by ReliaStar Life under this Policy.

RELIASTAR LIFE means ReliaStar Life Insurance Company at its Home Office in Minneapolis, Minnesota.

UNIT means, with respect to Medical, Dental, Vision and Prescription Drug coverage, an Employee, an Employee with Dependents, or such other defined Unit as set forth in the Excess Risk Schedule. With respect to Short Term Disability Income coverage, Unit means $10 in Disability Income Benefits.

MISCELLANEOUS PROVISIONS

PREMIUMS: The initial premium rates are stated in the Excess Risk Schedule. ReliaStar Life may change the premium rates:

- whenever the Plan Sponsor amends or materially changes the Employee Benefit Plan; and
- when this Policy is amended.

The premium rates may also be changed on any premium due date after the first Contract Period.

PAYMENT OF PREMIUMS: Premiums for Excess Risk Insurance are payable by the Plan Sponsor to ReliaStar Life at its Home Office no later than the Premium Due Date specified in the Excess Risk Schedule.

GRACE PERIOD AND TERMINATION: A grace period without interest charge will be allowed for payment of all or part of any premium after the first premium. The grace period for payment of a premium is the 31 calendar days beginning with its due date.

POLICY TERMINATION: This Policy will terminate on the earliest of the following dates:

A. The premium due date if any Aggregate Excess Risk premium remains unpaid at the expiration of the grace period.

B. The end of the grace period if any Individual Excess Risk premium remains unpaid at the expiration of the grace period.

C. The date ReliaStar Life receives written termination notice from the Plan Sponsor if such notice is received by ReliaStar Life during the grace period for an unpaid premium.

D. The premium due date next following receipt by the Plan Sponsor of written notice from ReliaStar Life that the coverage is to be terminated.

E. The effective date of termination of all of the coverage under the Employee Benefit Plan or Trust established by the Plan Sponsor.

F. The date the Plan Sponsor ceases to self-fund the Employee Benefit Plan or Trust in favor of any other form of insurance or funding mechanism.

G. The date specified by ReliaStar Life, if ReliaStar Life elects to terminate the Policy under the Material Changes in the Employee Benefit Plan section of this Policy.

H. The date specified by ReliaStar Life, if ReliaStar Life elects to terminate the Policy under the Third Party Claim payor section of this Policy.

ReliaStar Life will not refund any portion of the premium paid by a Plan Sponsor whose coverage terminates during a Contract Period.

DATA REQUIRED: By the 20th day of each month, the Plan Sponsor will submit to ReliaStar Life, if requested, all proofs, reports, and supporting documents including, but not limited to:

- A monthly summary of all eligible claims payments processed by the Plan Sponsor; and
- The total number of Units covered under the Employee Benefit Plan during the prior month.

The Plan Sponsor will be responsible for the investigation, auditing, calculating and payment of all claims under the Employee Benefit Plan. The Plan Sponsor will keep appropriate records regarding the administration of the Employee Benefit Plan. The Plan Sponsor's records must be available to ReliaStar Life to determine Employee Benefit Plan benefits, proof of claim, and proof of payment of Employee Benefit Plan benefits. The Plan Sponsor shall allow ReliaStar Life or its authorized agent to review and copy, during normal business hours, all records affecting its liability under the Policy.

CLAIM AUDIT: ReliaStar Life may periodically examine any of the Plan Sponsor's records relating to the benefits under the Policy and any claims filed under the Employee Benefit Plan. ReliaStar Life has the right to audit all claims with respect to Eligible Excess Risk Expenses paid under the Employee Benefit Plan, in the event a claim for benefits is made under this Policy.

MISCELLANEOUS PROVISIONS (CONTINUED)

CLERICAL ERROR: Clerical error, whether by the Plan Sponsor, a Third Party Administrator, or by ReliaStar Life in keeping any records pertaining to the coverage, will not invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated. However, upon discovery of such error or delay an equitable adjustment of premiums will be made. In the event that claims data and/or enrollment information furnished to ReliaStar Life is missing or incorrect, ReliaStar Life has the right to recalculate the Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule using the corrected information.

ENTIRE CONTRACT: The entire contract between the parties shall be composed of:

- The Policy;
- The Application of the Plan Sponsor (a copy of which is attached to this Policy when issued); and
- The Excess Risk Schedule.

Unless fraudulent, all statements made by the Plan Sponsor shall be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Policy unless it is contained in the written Application.

PAYMENT OF CLAIMS: All benefits as they become payable under the Policy will be paid to the Plan Sponsor submitting the claim.

NOTICE OF CLAIM: The Plan Sponsor or the Third Party Administrator must make notice of claim within 90 calendar days after the end of the Contract Period. ReliaStar Life may deny any claims received after the end of the 90 calendar day period.

CONFORMITY WITH STATE STATUTES: Any time limitation of this Policy that is less than that allowed by the law of the state in which the subscribed resides will be extended to agree with the minimum period allowed by such law. These time limitations apply to:

- Giving notice of claim.
- Furnishing proof of loss.
- Bringing action.

POLICY AMENDMENTS: ReliaStar Life may amend this Policy on any renewal date.

NON-PARTICIPATING: This Policy shall not be entitled to share in the surplus earnings of ReliaStar Life.

EMPLOYEE BENEFIT PLAN AMENDMENTS: A Plan Sponsor must give written notice of any amendment to the Employee Benefit Plan to ReliaStar Life at its Home Office prior to the effective date of the amendment. If the amendment changes the benefits under the Employee Benefit Plan, the Plan Sponsor's Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule will be recalculated. Any revision to the Plan Sponsor's Expected Claims Rate(s) or Individual Excess Risk Monthly Premium Rate due to an amendment will become effective on the effective date of the amendment. If ReliaStar Life does not receive notice from the Plan Sponsor prior to the effective date of the Plan amendment, ReliaStar Life will determine if benefits are payable based on the Plan Sponsor's Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate calculated without the amendment or (2) with the amendment, whichever is greater.

REIMBURSEMENT: The Plan Sponsor's rights under the Employee Benefit Plan to recover sums paid during the Contract Period on behalf of a Covered Individual are assigned to ReliaStar Life to the extent of any benefits paid under this Policy. Within 10 days of initiating any action of recovery, the Plan Sponsor shall notify ReliaStar Life of its action, and ReliaStar Life shall have the right to intervene in any suit or other proceeding to protect its reimbursement rights. Any recovery, whether by settlement, judgement, or otherwise, shall be treated as a reduction of Eligible Expenses paid by the Plan Sponsor for the Contract Period during which it was reported and ReliaStar Life shall be entitled to receive full reimbursement to the extent of benefits paid under the Policy.

LEGAL ACTION: This Policy is deemed made in the state in which the Plan Sponsor is located, based on its principal office. Any lawsuits brought by either party against the other related to this Policy must be brought in that state and settled according to its laws.

MISCELLANEOUS PROVISIONS (CONTINUED)

REQUIREMENTS TO RENEW COVERAGE: The Plan Sponsor's coverage will be continued in force, subject to any Policy Amendments, with the continued payment of premiums if all of the following requirements are met:

A. The number of Employees enrolled in the Employee Benefit Plan is equal to 100, or the minimum enrollment required for renewal of coverage as shown on the Excess Risk Schedule, whichever is greater;
B. At least 75% of all eligible Employees are enrolled in the Employee Benefit Plan or an available HMO plan if contributory, or 100% of all eligible Employees are enrolled in the Employee Benefit Plan or an available HMO plan if non-contributory;
C. ReliaStar Life has approved the Third Party Claim Payor, if any, selected by the Plan Sponsor to administer claims under the Employee Benefit Plan; and
D. The Plan Sponsor has not received notice from ReliaStar Life that coverage will be terminated as stated in paragraph (D) of the Policy Termination section above.

MATERIAL CHANGES AFFECTING THE EMPLOYEE BENEFIT PLAN: The Plan Sponsor must give written notice, prior to or as soon thereafter as reasonably possible, of any material change affecting the Employee Benefit Plan to ReliaStar Life at its Home Office. In the case of a change affecting the language of the Employee Benefit Plan, written notice must be given before the effective date of the change. For purposes of this provision, ReliaStar Life will determine the materiality of any change. A material change includes but is not limited to any change in the Plan Sponsor's business or Employee Benefit Plan that alters:

- the type or amount of benefits provided;
- the terms or conditions for eligibility or participation; or
- any other change in the Plan Sponsor's business or Employee Benefit Plan that materially alters ReliaStar Life's risk under this Policy.

If the Plan Sponsor amends the Employee Benefit Plan or changes its business so as to materially alter ReliaStar Life's risk under this Policy, ReliaStar Life will have the right, at its option, to recalculate the Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule and to continue the Plan Sponsor's Policy, or to terminate the Plan Sponsor's coverage. If ReliaStar Life elects to continue the Plan Sponsor's coverage, the new Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate will be effective on the date specified by ReliaStar Life.

THIRD PARTY CLAIM PAYOR means a firm or person which has entered into a written agreement with the Plan Sponsor to pay claims for the Employee Benefit Plan and is a claim payor which has been approved by ReliaStar Life. The duties of the Third Party Claim Payor under this Policy are described in the Third Party Claim Payor Responsibilities section of this Policy.

THIRD PARTY CLAIM PAYOR RESPONSIBILITIES: If claims are paid by a Third Party Claim Payor, ReliaStar Life may require the Plan Sponsor to provide any information possessed by the Third Party Claim Payor and required to administer the coverage, including, but not limited to:

- with respect to Aggregate Excess Risk Insurance, a monthly report showing the total amount of claims paid (on a form designated by ReliaStar Life);and
- with respect to Individual Excess Risk Insurance, a claim report (on a form designated by ReliaStar Life) for any Covered Individual who exceeds the Individual Excess Risk Deductible applicable to such Covered Individual.

ReliaStar Life may periodically examine any of the Third Party Claim Payor's records relating to the insurance under this Policy and any claims filed under the Employee Benefit Plan in the event a claim for benefits is made under this Policy.

CHANGE IN THIRD PARTY CLAIM PAYOR: If the Plan Sponsor decides to change its claim payment arrangement, whether to contract with a new Third Party Claim Payor or to begin functioning as the Third Party Claim Payor, it must give ReliaStar Life at least 60 days advance notice of such change in order to allow adequate time for ReliaStar Life's review and approval of the change in Third Party Claim Payor. The Plan Sponsor's Policy will terminate on the date of such change if ReliaStar Life does not approve the new Third Party Claim Payor.

INDIVIDUAL EXCESS RISK INSURANCE

AMOUNT OF BENEFIT PAYABLE

The Individual Excess Risk benefit payable is subject to ReliaStar Life's Maximum Individual Lifetime Benefit shown on the Excess Risk Schedule and shall be equal to the product of:

A. the Benefit Percentage multiplied by

B. the amount of eligible benefits paid to or on behalf of a Covered Individual under the Employee Benefit Plan during the Contract Period which exceeds the Individual Excess Risk Deductible.

The Benefit Percentage, Individual Excess Risk Deductible and Contract Period are shown on the Excess Risk Schedule.

ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES

Eligible Individual Excess Risk Expenses are those incurred and paid in the time periods listed on the Excess Risk Schedule for the applicable Contract Period. The claims basis and rates for Excess Risk coverage apply to the Contract Period shown in the Excess Risk Schedule. A separate Excess Risk Schedule applies to each new Contract Period.

Eligible Individual Excess Risk Expenses are the benefits which ReliaStar Life's audit has determined to be properly paid by the Plan Sponsor. Such benefits must be paid during the Contract Period to or on behalf of a Covered Individual according to the terms of the Employee Benefit Plan. However, these expenses are subject to both the Coverage Exclusions and Limitations section of this Policy and the Excess Risk Schedule. ReliaStar Life's claim audit procedures are contained in the Miscellaneous Provisions of this Policy.

An Eligible Individual Excess Risk Expense is deemed to be "paid" as of the date a draft or check is mailed, or the date the wire or other legal electronic transfer of funds has been issued by the Employee Benefit Plan to the Covered Individual or his or her assignee. Mailing includes deposit of the check or draft in the U.S. mail or delivering the check or draft for transmission by any other usual means.

WHEN BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid when a Covered Individual has exceeded the Individual Excess Risk Deductible during the Contract Period shown on the Excess Risk Schedule, subject to all limitations and conditions in the Excess Risk Policy.

TO WHOM BENEFITS WILL BE PAID

Individual Excess Risk Benefits will be paid to the Plan Sponsor. ReliaStar Life will not make payment directly to any Covered Individual or benefit provider. The Plan Sponsor is not to represent ReliaStar Life as the insurer of benefits provided by the Employee Benefit Plan.

INDIVIDUAL EXCESS RISK INSURANCE

COVERAGE EXCLUSIONS AND LIMITATIONS

Eligible Excess Risk Expenses shall not include the following, whether or not such expenses are covered under the Employee Benefit Plan, unless otherwise specifically included in the Excess Risk Schedule:

A. benefits paid for occupational injury or sickness, including benefits eligible for payment under a worker's compensation or similar law whether or not the Plan Sponsor has elected to provide such coverage;

B. benefits which are not eligible expenses under the terms of the Employee Benefit Plan;

C. benefits paid under the Employee Benefit Plan which are in excess of reasonable and customary charges;

D. expenses incurred prior to the Effective Date of the Plan Sponsor's Policy;

E. the cost of claim administration and any expense of litigation with individual claimants;

F. punitive or other damages assessed against the Plan Sponsor, Third Party Claim Payor, or any other party associated with the Employee Benefit Plan;

G. charges for treatment not required because of sickness or accidental injury;

H. charges for treatment not recommended and approved by a physician, as the term "physician" or its equivalent is defined under the Employee Benefit Plan;

I. benefits paid for expenses incurred by individuals who are U.S. Citizens and are assigned outside of the U.S. or traveling outside of the U.S., except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, a serious impairment of health, or the potential for imminent dangerous activity by the individual to self or others. Emergencies do not include elective care or care of minor illness or injury. Individuals who are Foreign Nationals temporarily located in the U.S. and receiving a W-2 from the employer may be covered under this Policy. All other Foreign Nationals will not be covered under this Policy;

J. expenses which are Experimental or Investigational;

K. provider network fees or charges including, but not limited to, PPO, EPO, and POS access fees, and HMO capitation fees or charges;

L. benefits paid under the Employee Benefit Plan which would not have been paid if benefits had been coordinated under the provisions of the National Association of Insurance Commissioners Model COB Guidelines as adopted in the state of this Policy's issuance;

M. benefits paid under the Employee Benefit Plan which would not have been paid if benefits had been coordinated with Medicare, whether or not Medicare is elected by the Covered Individual.

MODIFICATION OF EMPLOYEE DEFINITION SECTION

The Employee definition of this Policy shall be modified for an Employee not actively at work on the Effective Date of the Plan Sponsor's coverage under this Policy to the following extent:

1) Coverage will be effective under this Policy for expenses incurred and paid on or after the Effective Date of this Policy by the Plan Sponsor on behalf of an Employee who is not actively at work. The maximum lifetime benefit payable for an Employee not actively at work will be the lesser of ReliaStar Life's or the prior carrier's maximum lifetime benefit. The amount of any benefit payments made by the prior carrier until the Employee returns to active work will be applied toward this maximum lifetime benefit. At that time, the Employee would qualify for ReliaStar Life's maximum lifetime benefit.

2) This provision applies only to expenses incurred by the Plan Sponsor on behalf of an Employee not actively at work who was covered under the prior carrier's Individual Excess Risk Insurance on the day immediately preceding the Effective Date of this Policy.

RELIASTAR LIFE INSURANCE COMPANY

EXCESS RISK APPLICATION

(Plan Sponsor) hereby applies for the Excess Risk Insurance coverage as described herein to be in effect on the date indicated.

Name of Plan Sponsor (as it appears on the Group Contract)
Hidalgo County

Address (number and street, city, state, zip code)
P.O. Box 1356 Edinburg, Texas 78540

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ Other (Specify) County

Nature of Plan Sponsor's Business:
SIC Code: 9110

Are Associated Organizations to be included?
☒ No
☐ Yes (If "yes," give names.)

Number of Eligible Individuals: Employee Only Coverage: 2,689 Employees with Dependent Coverage: 606
Number of Enrolled Individuals: Employee Only Coverage: 2,689 Employees with Dependent Coverage: 606
Number of Individuals Covered Elsewhere: Employee Only Coverage: Employees with Dependent Coverage:

The Claim Payor for coverages checked below for the Employee Benefit Plan is as outlined below:

Name of Claim Payor* (exact legal name of entity)
Blue Cross Blue Shield of Texas
Address of Claim Payor (number and street, city, state, zip code)
901 S. Central Expressway Richardson, TX 75080
*Claim Payor must be approved by ReliaStar Life prior to acceptance of this Application.

AGGREGATE EXCESS RISK ☐ **YES** ☒ **NO**

BENEFITS TO BE COVERED:

☐ Medical ☐ Vision ☐ Prescription Drugs
☐ Weekly Disability Income ☐ Dental ☐ Other (please specify)

INITIAL CONTRACT BASIS:

☐ Incurred and paid in 12 months
☐ Incurred in 15 months and paid in 12 months
☐ Paid in 12 months
☐ Incurred in 12 months and paid in 15 months
☐ Incurred in months and paid in months
☐ Other:

Deductible Adjustment Factor: %

Minimum Aggregate Deductible: See Excess Risk Schedule Current Premium Rate Notification

ReliaStar Life's Limit of Liability: $

Optional:
☐ Terminal Funding

INDIVIDUAL EXCESS RISK ☐ YES ☐ NO

BENEFITS (as applicable)
☐ Medical ☐ Prescription Drug

INCURRED/PAID BASIS:
☐ Incurred and paid in 12 months ☐ Incurred in 12 months and paid in 18 months
☐ Incurred in 18 months and paid in 12 months ☒ Incurred in 12 months and paid in 12 months
☐ Paid in 12 months ☐ Other

Individual Deductible
Individual Deductible: $100,000 per Individual
True Family Deductible: $ per Family

Covered individuals as identified in the disclosure process: none

Aggregating Individual Deductible: $ n/a (Individual Excess Risk must be elected)

Benefit Percentage: 100%

ReliaStar Life's:
Maximum Individual Annual Benefit: $N/A
Maximum Individual Lifetime Benefit: $2 million minus the individual deductible

Optional:
☒ Terminal Liability

Attached to and incorporated in this Application is a copy of the Employee Benefit Plan currently in effect for the provision of benefits by the Plan Sponsor to its eligible employees or members.

Are retirees covered under the Employee Benefit Plan? ☐ Yes ☒ No
If "Yes," is the Employee Benefit Plan Primary? ☐ Yes ☐ No

The initial Contract Period is from February 1st to January 31st.

The Agent of Record (provided he/she is duly licensed as required by law) is: Robert J Garza

This insurance is to be effective on February 1, 2008, at 12:01 a.m. Standard Time at the Plan Sponsor's place of business, provided that the first premium is paid in full and that the Claim Disclosure Statement and this Application are accepted by ReliaStar Life.

An advance deposit of $ 311,091.50 is attached. (The deposit is to equal the "first premium.") The deposit will be applied toward payment of the premiums on the insurance requested if the application is accepted by ReliaStar Life. If not accepted, the deposit will be refunded to the Plan Sponsor Applicant.

PLAN SPONSOR APPLICANT
Hidalgo County

By

Name (Assigner (please print))

Title

Witness

Date

ING

Important Information About Your Employee Benefits Insurance

Thank you for considering ReliaStar Life Insurance Company (the "Company") for your employee benefits insurance needs. We offer various Employee Benefits insurance products that have different features, benefits and costs. We are confident that working with your professional insurance agent, broker, or consultant you will find that one of our products is right for you. Your agent, broker or consultant may work with many employee benefits insurance companies, and we are pleased that they are presenting one of our products to you. If you decide to purchase, or offer to your employees or members, a policy from us we would like you to understand how we will pay the selling agent, broker, or consultant.

There are generally three types of payments that may be made to agents, brokers and consultants:

1. Commissions: Agents, brokers, or consultants may earn a commission for each Company policy sold. The commission is generally a percentage of the policy premiums paid. The percentage may be higher for agents, brokers, or consultants that sell a larger number of Company policies. The actual percentage and amount of commission paid will vary based on the specific circumstances of the product(s) purchased.

2. Bonuses: Agents, brokers, or consultants may receive additional compensation based on a percentage of policy premiums paid for each year a policy remains in force and as rewards for things like achieving certain sales volume levels, sales contest objectives, or other measures. We also may pay for agent, broker, or consultant education, training or attendance at conventions, and may pay bonuses, provide advance commissions and/or loans with an expectation that the advancement and/or loans be repaid as new policies are issued, reimburse expenses or provide other payments or benefits.

3. Administrative/Service Fees: Agents, brokers, or consultants may provide administrative services and marketing support for a flat fee, a percentage of policy premiums paid, or, a fee based on the amount of commissions earned from the initial sale. The agents, brokers or consultants may be associated with other brokers or consultants that may provide administrative services and marketing support for similar fees.

This is a general discussion of the compensation we pay for the sale of our policies. We pay commissions and other sales expenses from our general assets and revenues, including amounts we earn from fees and charges under our policies. The price of an insurance policy is set by the Company, and reflects the compensation we pay for the sale of our policies. It also covers other costs to design, manufacture and service our policies, fees associated with the cost of any applicable guarantees, the investment management needed to build cash values and pay benefits, and our profits.

We are committed to providing top-quality insurance products to our customers and are pleased that your professional insurance agent, broker, or consultant trusts us to deliver on your long term insurance needs.

Product Name(s): [illegible]

Account Name: Hidalgo County

Group Applicant/Sponsoring Organization Signature: [illegible]

Group Applicant/Sponsoring Organization Printed Name: J.D. Salinas III

Title: Hidalgo County Judge

Date:

Rev. 06/07

ING's **Privacy Promise**

The ING companies in the U.S. take your privacy very seriously. We share a commitment to protect your privacy and the confidentiality of your personal and financial information.

As providers of products and services that involve compiling personal—and sometimes, sensitive—information, protecting the confidentiality of that information has been, and will continue to be, a top priority throughout the ING companies. Whether you are a current customer, former customer, or potential customer, we believe that you should know about the information we collect, the measures we take to safeguard it, and the situations in which we might share information with select business partners. This notice explains how the ING companies handle—and protect—the personal information we collect. The terms "we," "ING companies" or "ING company" refer to the ING businesses in the U.S. listed at the end of this notice.

The information we collect and the extent to which we use it will vary depending on the product or service involved. In fact, in certain cases, we may not collect or share some of the types of information noted below. For example, in a number of cases an ING company has an agreement with distributors or plan sponsors that limits the sharing of information about its customers with any other company, even if that company is an ING affiliate. These agreements continue to be honored.

Our privacy promise derives from basic principles of trust, ethics and integrity:

1. We collect only the customer information necessary to consistently deliver responsive products and services.

The ING companies collect information that helps serve your financial needs; provide high standards of customer service; develop and offer new products or services for our customers and potential customers; and fulfill legal and regulatory requirements. The information collected generally varies depending on the products or services you request and may include:

- Information provided on applications and related forms—for example, name, address, Social Security number, and annual income.
- Responses from your employer, benefit plan sponsor, or association regarding any group products we may provide—for example, name, age, address and Social Security number.
- Third-party reports, such as consumer credit history, motor vehicle records, demographic and/or medical information, if relevant to your product or service.
- Information about your relationships with us, such as products or services purchased, and account balances (if applicable), which we may obtain in writing, during telephone or Internet transactions or from data gathering software used when you are accessing ING Web sites.

2. We maintain safeguards to ensure information security.

We have implemented security standards and processes—including physical, electronic and procedural safeguards—to ensure that access to customer information is limited to employees, registered representatives or agents who may need it to do their job. They are required to respect the confidentiality of all customer information.

3. We limit how, and with whom, we share customer information.

First and foremost, we do not sell lists of our customers, nor do we disclose customer information to marketing companies outside the ING companies, with the exception of companies we may hire to provide specific services for us, as described below.

Under no circumstances do we share medical information for marketing purposes.

We will share customer information only for the following reasons:

When you have requested a life insurance product, the ING life insurance companies may use a common application to avoid multiple medical tests; in this way, the information you provide and authorize us to obtain may subsequently be used by one or all of these companies as necessary to determine—and offer to you—the product most appropriate for your needs.

We may be required by law or regulation to disclose information to third parties—for example, in response to a subpoena, to prevent fraud, and to comply with rules of, or inquiries from, industry regulators.

In some cases, we may share information we collect—for example, name, address, age, and Social Security number—with other ING businesses such as our securities broker-dealers, our insurance companies and agencies, or our banks to process or service a transaction you have requested, to facilitate enhanced customer services, or to inform you of ING products or services you may find useful. In a few cases, an ING business not listed in this notice may have a privacy policy that differs from the one stated in this notice. If that is the case, you will receive a separate privacy notice from that ING business if you are a customer. The agent or registered representative with whom you work to obtain ING financial products and services may use the personal information about you in his or her own files to advise you of other products or to help you with your overall financial strategy.

ING

AI-11921 **19.B.1.**

Pct. 1-Prof Engineering Svc Agreemnt-Dos Logisitics Inc-"Various R & B and CIP Projects" & WA #1-C-08-

CC REGULAR

Date: 10/28/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting approval of an "On-Call professional Engineering Services Contract" with DOS LOGISITICS, INC. for "ON-CALL for VARIOUS ROAD and BRIDGE and/or C.I.P. Projects" (on an as needed basis) for Hidalgo County Pct. 1 (as selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 09/23/08 for negotiation of the contract with DOS LOGISTICS, INC and as approved by legal counsel to proceed with final execution of contract).

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $ 196,176.03 with DOS LOGISITICS, INC. to provide engineering services in connection with Contract No. C-08-389-10-28 -"ON-CALL VARIOUS ROAD and BRIDGE and C.I.P. Projects" for (Engineering Assessement of approximately 80.25 Miles of Drainage Ditch) within Hidalgo County Precinct No. 1.

BACKGROUND

Draft Agreement approved by legal counsel
WA#1-Dos Logisitics Inc.
REF:AI-11269/ 20.B.1

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-733
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$630,080.12 available balance as of 10/23/08. rc

Attachments

Link: Professional Services Agreement- DOS Logistics

Link: Work Authorization No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 08:44 AM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 09:13 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/24/2008 04:48 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Letty Saenz Started On: 10/23/2008 04:55 PM

Final Approval Date: 10/24/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-08-389-10-28

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Dos Logistics, Inc.** professional engineers of **Edinburg, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **"Various Road and Bridge** and **Capital Improvement Projects (CIP)" (On An As Needed Basis)** projects for **Hidalgo County Precinct Number 1** hereinafter referred to as the **"Project).**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

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

2.2 Classification of Services For this Agreement, the professional services to be provided by the

Engineer, as more particularly identified in**EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement. exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions 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 be for a period of **one (1) year** ; (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the

Engineer, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

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

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

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

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

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

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

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

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

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

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

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this

Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 *Services*. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over

10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL**. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such

payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner. 6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's**

services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

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

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a

description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the

scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

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

Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in

the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if th **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project,** these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the

Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this

Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or

any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of

attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.** No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner.** The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer**

hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind ghat 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 form 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.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein,* in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and

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

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do

business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER:**
Hidalgo County **100 E. Cano, 2nd, Floor** **Edinburg, Texas 78539**	**Dos Logistics, Inc.** **212 West 3rd Street** **Weslaco, Texas 78596**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, 2008.

ENGINEER: Dos Logistics, Inc.

BY:_____

OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on _____, 2008.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-certificate of Insurance *(Hidalgo County)*

EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

EXHIBIT "B"

Services to be Provided by the Engineer

The project will consist of On-Call Engineering Services as shown below but not limited to, the following.

A. Evaluation , analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations, shop drawing reviews, resolution of construction issues, coordination with permitting agencies, coordination with utilities, and coordination with other on call consultants as necessary.

B. Provide services as necessary for, but not limited to, the following areas: land development, land redevelopment, storm water systems design, storm water management designs, roadway and parking lot designs, pavement analysis and design, signage, traffic flow studies, utility design, erosion and sediment control plans, periodic construction observation to verify compliance with plans and specifications, feasibility studies, Value Engineering Water Plan Design, Waist/Water Plant Design Hydrology & Hydraulic Analysis, Master Plan, Environmental Assessments Concrete Design, Concrete Roadway, Steel Design, Commercial Building Design, Industrial Structures, Lift Station Design (above/underground) Hospital and other Instructional projects, Multistory Building Design, Foundation Design, Timber Design, Bridge Design/Inspections, As Built Reviews, Analysis of Existing Structures, Dock Design, Windstorm Design/Inspections.

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "C"

CONTRACT RATE SCHEDULE

DOS LOGISTICS, INC.

LABOR:

JOB DESCRIPTION	Contract Rate** 2008	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014
Engineering							
Principal	$226.22	$237.53	$249.41	$261.88	$274.97	$288.72	$303.16
Project Manager (VII)	$200.11	$210.11	$220.62	$231.65	$243.23	$255.40	$268.17
Sr. Engineer (V)	$181.92	$191.02	$200.57	$210.60	$221.13	$232.18	$243.79
Project Engineer(QA/QC)	$156.45	$164.27	$172.49	$181.11	$190.17	$199.67	$209.66
Engineer (I) / (II)	$127.34	$133.71	$140.40	$147.42	$154.79	$162.53	$170.65
Sr. Engineering Designer (III)	$134.87	$141.62	$148.70	$156.13	$163.94	$172.14	$180.74
Environmental Scientist	$120.07	$126.07	$132.37	$138.99	$145.94	$153.24	$160.90
Engineering Designer (I) / (II)	$90.96	$95.51	$100.29	$105.30	$110.56	$116.09	$121.90
CADD Operator (I) / (II)	$78.31	$82.22	$86.34	$90.65	$95.19	$99.94	$104.94
Secretary	$65.49	$68.76	$72.20	$75.81	$79.60	$83.58	$87.76
Surveying							
Reg. Public Land Surveyor	$133.71	$140.39	$147.41	$154.78	$162.52	$170.65	$179.18
Project Supervisor SIT	$103.45	$108.62	$114.05	$119.75	$125.74	$132.03	$138.63
Survey Technician	$64.95	$68.20	$71.61	$75.19	$78.95	$82.90	$87.04

**These are the rates to be determined for each work authorization

NON-LABOR***	
Mileage	****
Car Rental	****
Lodging (In states)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equuuipment	$475/day
Copies	$.12/ea
Bond Plots	$0.80/sq.ft.
Color Plots	$170/sq.ft
Mylar Plots	$1.60/sq.ft.

***These are the anticipated non-labor rates to be used to negoti
purchase orders for special or excluded services, and/or additio
may be re-negotiated on a yearly basis.
determined at time of negotiation. At the raates authorized by Hi
Officials

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # _____

Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** ___.

HIDALGO COUNTY COMMISSIONER PCT. ___

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2006.

THE ENGINEER:

_____

By: Engineer

THE OWNER:
HIDALGO COUNTY

_____

By: Juan D. Salinas, III, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/2/2008

PRODUCER
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

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
Dos Logistics, Inc.

212 West Third St.
Weslaco, TX 78596
956-968-8800

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Interstate Fire & Casualty	
INSURER B: Sentinel Insurance/Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: HCC Specialty Insurance Co.	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CMR6200015-1	10-28-07	10-27-08	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 $ 1,000,000 $ 2,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	61UECKO4021	08-18-08	08-18-09	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	$ $ $
		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	001176767	02-10-08	02-10-09	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D		OTHER Professional E&O	S707-10575	10-28-07	10-28-08	$2,000,000 occurrence $ 35,000 retention	

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

CERTIFICATE HOLDER

Hidalgo County Pct. 1
100 E. Cano, 4th Floor, Admin Bldg.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Ron Robertson

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HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-389-10-28

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Dos Logistics, Inc."**, professional engineer of Weslaco, Texas, hereinafter called the **"Engineer"**.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide engineering services as it pertains to the following:

INVENTORY OF EXISTING DRAINAGE STRUCTURES AND ENGINEERING ASSESSMENT OF APPROXIMATELY 80.25 MILES OF DRAINAGE DITCH LOCATED IN HIDALGO COUNTY PRECINCT NO. 1.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A"*** – ***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 **$ 196,176.03**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. **8-1201-431-00-121-005-0-733**
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.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCTNO. 1

BY: _____
Sylvia S. Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
DOS LOGISTICS, INC.

By: _____
Eric C. Ybarra

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 Engineer
ATTACHMENT "B" -	Payment/ Fee Schedule
ATTACHMENT "C" -	Insurance Requirements provided by Engineer
ATTACHMENT "D" -	Work Authorization Form

Exhibit "A"
Scope of Work

INVENTORY OF EXISTING DRAINAGE STRUCTURES AND ENGINEERING ASSESSMENT OF APPROXIMATELY 80.25 MILES OF DRAINAGE DITCH LOCATED IN HIDALGO COUNTY PCT #1

Project Startup and Coordination

Coordinate with Irrigation District No. 9 to research and acquire any and all existing right-of-way information pertaining to irrigation ditches and structures available.

Coordinate and meet with Hidalgo County Precinct #1 and Drainage District No. 1 to provide project updates.

Inventory of Existing Drainage Structures

Identify locations, sizes and types of all drainage structures under crossings within the project limits.

Perform preliminary inspection of structures to determine existing conditions. A minimum of three digital photos will be taken of each structure (one photo showing roadway above structure, one photo showing inlet, and one photo showing outlet).

The consultant will note any major construction failures of structures.

Drainage Ditch Engineering Assessment

Search for, locate and identify any structures that are plugged.

Search for, locate and identify any major scouring (above 3 feet).

The consultant will report drainage ditch conditions. These conditions will be classified as: clear and maintained, light brush, medium brush, and heavy brush.

Identify Improvements adjacent to drainage ditches. This includes taking digital photos of buildings, houses, barns, roadways etc., and prepare location map of such improvements.

Establish approximate GPS positions of the beginning and ending points of drainage ditches, all major bends of drainage ditches and all drainage structures.

Digital photos will be taken approximately every 0.25 of a mile.

Plan of Action

Develop map of historically known flood prone areas.

Based on existing drainage ditch and drainage structure conditions, improvements adjacent to drainage ditches and areas that are historically known flood prone areas, the consultant will prioritize and develop a comprehensive plan of action.

DOS LOGISTICS, INC.
Client: Hidalgo County Precinct No. 1
Project Name:
Drainage Ditch Assessment within Hidalgo County, Texas Precinct 1
(Work Authorization No. 1)

EXHIBIT "D"
FEE BUDGET ESTIMATE
STRUCTURE INVENTORY AND DITCH ASSESSMENT
& DEVELOPMENT OF PLAN OF ACTION
WORK AUTHORIZATION NO.1

DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		MANHOURS PER TASK BY CLASSIFICATION											TOTAL MHS PER TASK	TOTAL FEE PER TASK
	QNTY	UNIT	PRINCIPAL (VIII) $226.22	PROJ MGR (VII) $200.11	SENIOR ENGR (V) $181.92	PROJ ENG (II) (IV) $158.45	ENGINEER (I) (II) $127.34	SR. ENG DGNR (III) $134.87	ENVIRON SCIENTIST $120.07	ENG DGNR (I)(II) $90.95	CADD OPER (I) (II) $78.31	SECTY $85.49	RPLS $140.39	SURVEY CREW $150.00		
TASK																
PROJECT START-UP AND COORDINATION																
COORDINATION WITH PRECINCT # 1 /CITIES			8			24	24						24		80	$11,990.25
COORDINATION WITH UTILITIES AND IRRIGATION DISTRICTS			8			8	16			24			40		96	$12,897.65
SUBTOTAL			16			32	40	0	0	24	0	0	64	0	176	$24,887.91
INVENTORY OF EXISTING DRAINAGE STRUCTURES																
FIELD WORK						2	4						50	132	188	$27,541.89
OFFICE WORK & ENGINEERING ASSESSMENT OF STRUCTURES						20	40	60			132				252	$26,851.90
SUBTOTAL			0			22	44	60	0	0	132	0	50	132	440	$ 54,293.79
DRAINAGE DITCH ASSESSMENT																
FIELD WORK						2	4						80	160	246	$36,053.66
OFFICE WORK & ENGINEERING ASSESSMENT OF DITCHES						30	60	60			160				310	$32,955.93
SUBTOTAL			0			32	64	60	0	0	160	0	80	160	556	$ 69,009.59
DEVELOP PLAN OF ACTION																
DEVELOPMENT OF EXHIBITS						16	24	40			80	24			184	$16,790.80
REVIEW AND COMPILE DATA						32	60	16		16					124	$16,260.38
DEVELOP FINAL REPORT			8			16	24					16			64	$8,417.05
SUBTOTAL			8			64	108	56	0	16	80	40	0	0	372	$43,468.24
TOTAL HOURS			24			150	256	176	0	40	372	40	196	292	1544	
TOTAL COST			$5,429.34			$23,467.50	$32,600.86	$23,737.56	$0.00	$3,638.46	$29,130.95	$2,619.54	$27,236.12	$43,800.00		$191,659.53
TOTAL ODC																$4,516.50
TOTAL PROJECT COST																$196,176.03
% OF TOTAL HOURS PER CLASSIFICATION			1.55%			9.72%	16.58%	11.40%	0.00%	2.59%	24.09%	2.59%	12.56%	18.91%	100.00%	

DIRECT EXPENSES	NO.	UNIT	QUANTITY/UNIT		QUANTITY	UNIT PRICE	AMOUNT
PLOTTING - 11 X 17 PAPER PLOTS	5	SETS	10	PLOTS/SET	50	1.50	$ 75.00
PLOTTING - 22 X 34 PAPER PLOTS	5	SETS	8	PLOTS/SET	40	6.00	$ 240.00
PLOTTING - COLOR PLOTS	5	SETS	8	PLOTS/SET	40	10.00	$ 400.00
MYLAR PLOTS - 11 X 17	5	SETS	10	PLOTS/SET	50	10.00	$ 500.00
REPRODUCTION - 8.5 X 11 PAPER COPIES	35	SETS	545	COPIES/SET	19,075	0.12	$ 2,289.00
REPRODUCTION - 11 X 17 PAPER COPIES	35	SETS	10	COPIES/SET	350	0.15	$ 52.50
OVERNIGHT CARRIER COST		PKGS	1	EACH	0	30.00	$ -
AUTO EXPENSE (Mileage)	40	TRIPS	50	MI/TRIP	2,000	0.48	$ 960.00
TOTAL DIRECT EXPENSES							$ 4,516.50

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/2/2008

PRODUCER
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

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
Dos Logistics, Inc.

212 West Third St.
Weslaco, TX 78596
956-968-8800

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Interstate Fire & Casualty	
INSURER B: Sentinel Insurance/Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: HCC Specialty Insurance Co.	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CMR6200015-1	10-28-07	10-27-08	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 $ 1,000,000 $ 2,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	61UECKO4021	08-18-08	08-18-09	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	$ $ $
		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	001176767	02-10-08	02-10-09	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D		OTHER Professional E&O	S707-10575	10-28-07	10-28-08	$2,000,000 occurrence $ 35,000 retention	

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

CERTIFICATE HOLDER

Hidalgo County Pct. 1
100 E. Cano, 4th Floor, Admin Bldg.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Ron Robertson

© ACORD CORPORATION 1988

AI-11871 **19.B.2.**

Request for Approval to declare Salvage Property at Pct. 1 Delta Lake Park

CC REGULAR

Date: 10/28/2008
Submitted By: Noe Montez, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Hidalgo County Pct. 1 Delta Lake Park Department located at 2831-2- FM88 , Edcouch, Texas 78538 is presenting for discussion, consideration, and approval to declare as "Salvage Property",(personal property, other that items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged or obsolete that it has no value for the purpose for which it was originally intended) for disposition through sale as scrap metal through County's vendor the following items:

A. Center section bicycle rack.
B. Seven (7) 2 Ft. park sign poles.
C. Two (2) merry-go-rounds.
D. One (1) monkey bar set.
E. One (1) totter park play set.
F. One (1) 18 Ft. light pole.
G. Rope braided steel barrier cable (Approx. 1500 Ft.)
H. One (1) iron metal welding shop table.
I. Four (4) small bar-b-que pits.
J. Three (3) rod iron window burglar bars.
K. One (1) Steel metal glass bulletin board frame.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-360-00-000-000-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Items#A-K may have potential revenue in the value from the scrap metal sale.

Attachments

Link: Salvage Delta Lake Park
Link: pictures

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	10/22/2008 05:22 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:47 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/24/2008 07:48 AM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 01:54 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 03:51 PM	APRV

Form Started By: Noe Montez Started On: 10/22/2008 02:53 PM

Final Approval Date: 10/24/2008

COUNTY of HIDALGO

SYLVIA S. HANDY

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

To: Genie Andrade, Hidalgo County Purchasing Department

From: Santiago Zavala, Hidalgo County Pct. 1 Delta Lake Park, Foreman

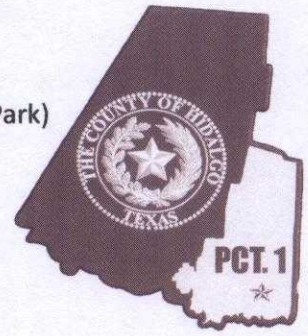
Date: October 22, 2008

Re: Salvage for scrap metal

I am requesting that the following items be approved to declare as "Salvage for Scrap Metal" for the purpose of disposition through the County's contracted vendor.

1. Center Section Bicycle rack
2. Seven (7) 2 Ft. Park Sign poles
3. Two (2) merry-go-rounds
4. One (1) monkey bar set
5. One (1) totter park play set
6. One (1) 18 ft light pole
7. Rope braided steel barrier cable (approx. 1500 ft)
8. One (1) iron metal welding shop table
9. Four (4) small bar-b-que pits
10. Three (3) rod iron window burglary bars
11. One (1) Steel Metal Glass Bulletin Board frame

Items listed are located at 2831 2 FM 88 , Edcouch, Texas 78539 (Pct. 1 Delta Lake Park)



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AI-11915 **19.B.3.**

Pct No 1 - Repair Reconstruction of Cluvert Piep-Bridge Washout at Mile 3N & FM 491

CC REGULAR

Date: 10/28/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration and approval of procurement packet for RFB 2008-320A-11-12-LRM (ie. Specifications, legal notice and draft contract document) as attached hereto for Hidalgo County Precinct No 1 "Repair-Reconstruction of Culvert Pipe-Bridge Washout at Mile 3N & FM 491". Previously approved to advertise by CC on July 28, 2008.

BACKGROUND

Fiscal Impact

Attachments

Link: Legal Notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 08:42 AM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 09:14 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/24/2008 05:12 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Laura Moya — Started On: 10/23/2008 02:22 PM

Final Approval Date: 10/24/2008

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO 1- REPAIR-RECONSTRUCTION OF CULVERT PIPE-BRIDGE WASHOUT AT MILE 3N & FM 491"**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-08-320A-11-12-LRM-- HIDALGO COUNTY- REPAIR-RECONSTRUCTION OF CULVERT PIPE-BRIDGE WASHOUT AT MILE 3N & FM 491"**and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, NOVEMBER 12, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-08-320A-11-12-LRM- REPAIR-RECONSTRUCTION OF CULVERT PIPE-BRIDGE WASHOUT AT MILE 3N & FM 491 FOR PRECINCT NO 1 " .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

    . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

    . If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY- REPAIR-RECONSTRUCTION OF CULVERT PIPE-BRIDGE WASHOUT AT MILE 3N & FM 491"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County PRECINCT NO 1
1902 JOE STEPHENS AVE
WESLACO, TEXAS 78596
ATTN: JOSEPH PALACIOS (956) 968-8733

17. Schedule of Events

Bid Opening, 9:30 AM	**NOVEMBER 12, 2008**
Award of Contract	_____, 2008
Commence Work or Deliver Products	_____, 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of

satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. 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 the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 therefore pending before any department or agency of the County.

. 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

AI-11901 **19.B.4.**

Requesting Approval to Purchase Five (5) New 2009 Trucks
CC REGULAR

Date: 10/28/2008
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting authority to purchase Five (5) New 2009 Chevrolet Pickup Trucks:

One (1) Extended Cab	$27,542.00
Four (4) Crew Cab	$117,532.00

through the County's membership/participation with HGAC (Houston-Galveston) Contract #VE-03-06 awarded vendor Caldwell Country Chevrolet in the total amount of $145,074.00. (Administration and delivery fees included) Bid No.:2008-427-10-28

BACKGROUND

Vehicles will be utilized for Road and Bridge and/or Drainage Improvement Needs

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-431-12X-0XX-0-741
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending interdepartmental transfer AI- 11916 for CC 10-28-08 in the amount of $800,000.00

8-1302-431-00-121-051-0-741 $200,000.00
8-1302-431-00-122-083-0-741 $200,000.00
8-1302-431-00-123-074-0-741 $200,000.00
8-1302-431-00-124-038-0-741 $200,000.00

Attachments

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 10:16 AM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 10:49 AM	APRV
3	Veronica Lopez	Veronica Lopez	10/24/2008 01:12 PM	APRV

4	Auditor's Office	Linda Fong	10/24/2008 01:42 PM	APRV
5	Veronica Lopez	Veronica Lopez	10/24/2008 04:02 PM	APRV
6	Court Administrator	Angela Garcia	10/24/2008 04:32 PM	APRV

Form Started By: Darlene Betancourt | Started On: 10/23/2008 08:55 AM

Final Approval Date: 10/24/2008

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	10/23/2008

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 PCT4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	OSCAR.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A26	Description:	2009 CHEVROLET 1500 SILVERADO EXT CAB CK10953

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,761.00

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
5.3LV8 FFV L59		1967		
AIR CONDITION C67		INCL		
AUTOMATIC M30		INCL		
LOCKING DIFFERENTIAL G80	✓	236		
HD TOW PACKAGE Z82	✓	188		
FOUR WHEEL DRIVE 4X4	✓	3943		
LONG BOX 8' 953	✓	1494	Subtotal From Additional Sheet(s):	
			Subtotal B:	7828

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
FLOOR MATS (2)	40	SKID PLATE NZZ	120
ALL OTHER EQPT ON SPEC	INCL	7000#GVWR	INCL
		Subtotal From Additional Sheet(s):	
		Subtotal C:	160

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:	1%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.) (attach additional sheet(s) if necessary)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL	SAVER PACKAGE	-500
		Subtotal D:	193

E. Total Cost Before Any Applicable Trade-In/Other Allowances/Discounts (A+B+C+D): 26942

Quantity Ordered:	1	X Subtotal of A + B + C + D:	26942	=	**Subtotal E:**	26942

F. H-GAC Fee Calculation (From Current Fee Table): **Subtotal F:** 600

G. Trade-Ins/Other Allowances/Special Discounts

Description	Cost	Description	Cost		
				Subtotal G:	0

Delivery Date: 45 DAYS APPRX **H. Total Purchase Price (E+F+G):** 27542

AI-11677 **19.B.5.**

Pct. 1-Prof Engineering Svc-Dos Logistics Inc-Storm Water Improvments for Various Colonias-C-08-242-10-21

CC REGULAR

Date: 10/28/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting approval of a professional engineering services contract with DOS LOGISTICS, INC. for the "Water Storm Improvements for various colonias (Spanish Palm, Encinal, La Pinata, Olivarez #2 and Chapa #2 (Estancia)" for Hidalgo County Precinct No. 1. and (as approved by legal counsel to proceed with final execution of contract).

BACKGROUND

Contract No. C-08-242-10-21-Dos Logistics, Inc.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-733
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $645,000.00 as of 10/21/08.

Attachments

Link: contract apprvd by legal counsel

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/20/2008 11:50 AM	APRV
2	Budget & Management	Veronica Lopez	10/21/2008 07:55 AM	APRV
3	Dale Kennan	Dale Kennan	10/21/2008 09:19 AM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 08:55 AM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 09:58 AM	APRV

Form Started By: Letty Saenz Started On: 10/10/2008 11:20 AM

Final Approval Date: 10/24/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
C-08-242-10-28

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Dos Logistics, Inc.,** Professional Engineers of Weslaco, 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 Engineering Services for the, **"Storm Water Improvements for Colonia Spanish Palm, Colonia Encinal, Colonia La Piñata, Colonias Olivarez #2 and Chapa #2 (Estancia)** for **Hidalgo County Precinct No. 1**.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE I
Employment of Engineer

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site civil engineering plans as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2
Character and Extent of Services

This Agreement will provide for the project with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for

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

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

ARTICLE 3
Period of Service

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

3.1 Termination Date. This Agreement shall terminate at the close of business upon completion of this project (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as

provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

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

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget

period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

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

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

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

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

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

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount

charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Schedule, Exhibit "C" 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 **$ 162,664.00,** subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT D1 - *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 "D1"**, 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 "D1"**, 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 Schedule Exhibit "C" 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 notice to proceed 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: Dos Logistics, Inc.
212 West 3rd Street
Weslaco, Texas 78596

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 _____ day of _____, 2008.

ENGINEER:

DOS LOGISTICS, INC.

BY: _____
Eric C. Ybarra, President/CEO

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall L.L.P.

_____
By: Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT D1	-Fee Breakdown
EXHIBIT E	-Certificate of Insurance (*Hidalgo County*)

EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "A"
Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be Provided by the Engineer

EXHIBIT "B"

Services to be Provided by the Engineer

The project will consist of data collection, preliminary engineering analysis, engineering design, bidding assistance, and construction administrative services for a proposed Storm Improvements for Colonia Spanish Palm, Colonia Encinal, Colonia La Pinata, Colonia Olivarez #2 and Chapa #2. The exact alignment will be determined during the preliminary engineering phase.

The project is divided into six phases, Preliminary Engineering and Design, Final Design, Construction Phase Services, QA/QC Services, and Special Services.

The Data Collection Services includes compilation of survey, engineering and related data.

The Preliminary Engineering and Design phase will provide the general data collection, and develop the Preliminary Engineering Report and plans to the schematic level, and will include typical channel sections, locations and sizes of drainage structures at roadway and irrigation canal crossings, and related information to provide information for Final Design. This phase will develop the proposed plans to the 30-percent level required for completed plans, specifications and estimates (PS&E).

The Final Design Phase will include all plans and specifications needed to go out for construction. This section of the project will be developed to complete PS&E, for use by the County.

PHASE 1 Data Collection

A. Survey

1. Ties to physical features within a the existing drainage easement edge of pavement, water, server, electric, telephone, cable, and irrigation systems, driveways, sheds, trees , etc.

2. Ground shots for topo, within the easement. Ground shots will include tops and toes of slopes of existing drainage ditch, tops and toes of berms, top and low line shots of any culverts, roadway crossing, slab elevations, and related features.

3. Cross sections will be taken at approximately 250-ft intervals. Additional sections will be taken at upstream and downstream of roadway crossings, and ditch crossings.

B. Engineering

1. Proposed plans and calculations for outfall drainage.

2. LIDAR and aerial photos when available.

3. County design requirements.

4. Plans for other projects impacted by proposed drainage channel.

PHASE II Preliminary Engineering and Design

A. Preliminary Engineering

1. Confirm route selection and limits of work.
2. Prepare project layout and drainage area map.
3. Prepare basic hydrologic & hydraulic calculations based on County requirements.
4. Determine structure sizing and limits of pavement repair on crossing structures.
5. Develop hydraulic model of project.
6. Develop preliminary Engineers Opinion of Construction Cost estimates.
7. County Review.

I. Preliminary Design Plans (30%)

a. Prepare General Drawings
b. Prepare Plan and Profile Schematic
c. Preliminary plan and profile for drainage structures
d. Preliminary hydraulic calculations sheets
e. Preliminary typical section sheets
f. Submit for county Review and approval prior to final design

PHASE II FINAL DESIGN

1. Drainage Design

The Engineer shall perform drainage design for the proposed improvements to existing facilities within the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound engineering principles, and shall submitted to the applicable City, County, State, and/or Federal agencies for approval. If additional geotechnical borings or geotechnical engineering is required, the Engineer will request additional funds in the form of a supplemental agreement to this work authorization.

2. Roadway Design

The Engineer shall perform roadway design for any intersecting roadway approaches to the proposed improvements of the **Project**. The design of theses roadways shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of the associated roadways. These designs shall in all respects combine the application of sound engineering principles, and shall submitted to the applicable City, County, State, and/or Federal agencies for approval.

3. Bridge Design

The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria, required by the Owner (City, County, or State), of any associated bridge structure and/or roadway, and the requirements set forth by the latest version of the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall submitted to the applicable City, County, State, and/or Federal agencies for approval.

4. Plans, Specifications & Estimates (PS&E)

i. The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents shall in all respects combine the application of sound engineering principles, and shall be submitted to the applicable City, County, State and/or Federal agencies for approval.

ii. All final plan sheets shall be developed by the Engineer, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

iii. Graphics files shall be developed by the Engineer in AutoCADD design file format, and must plot consistent with the reproducible plots submitted.

iv. **Plan Sheets** Plan sheets developed by the Engineer shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the Project Engineer of responsible supervision as being applicable to the Project.)

v. **Specifications.** Whenever possible, the Engineer shall use for roadways and bridges the latest version of the Texas Department of Transportation's Standard Specification for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the Engineer, but must incorporate, to

the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

vi. **Estimates.** The Engineer shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

5. **Construction Phase Services.** The Engineer shall provide engineering services for each authorized construction contract of the Project. Specific engineering work activities, tasks, and/or special services to be provided by the Engineer will include:

a) **Construction Bidding**
The Engineer shall prepare the documents for all necessary copies of approved plan, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the Project action on the bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the Engineer

b) **Project Site Representation**
The Engineer shall prepare the documents for all necessary copies of approved plan, specifications, notices to bidders, and proposals.

1. In general, the Engineer shall provide the engineering support and data required for consultation and advisement to the Owner, and protect the Owner against defects and deficiencies in the work of the Contractor.

2. Monthly Reports. The Engineer shall provide the engineering support and data required to monitor the Contractor's progress on a monthly basis. This information will be utilized for the development of the monthly progress report to be provided to the Owner.

3. Contractor Payment. The Engineer shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
Note: The Engineer is not responsible for actual payments to Contractor

4. The Engineer will provide Project site representation of the authorized construction contract 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 at least one time per month for the purpose of monitoring the Constractor's progress and conformance to the construction contract plans and specifications.

b. Resident Engineer. If authorized by the Owner, the Engineer will furnish the services of a Resident Engineer and/or construction representative(s) for continuous on-the-site representation. If the Owner requests the Engineer provide the services of the Resident Engineer, this will be considered special services and will require a supplemental agreement to this work authorization.

5. **Miscellaneous Technical Activities**

a) **Shop Drawings**. The Engineer shall review and check all shop or working drawing furnished by the Contractor. If an individual shop or working drawing requires more than two (2) reviews, then all additional reviews by the Engineer will be considered special services.

b) **Control of Materials & Equipment**. The Engineer shall review inspection reports of all materials and equipment furnished/used by the Contractor as follows:

a. Review all laboratory, shop and mill tests of materials and equipment for compliance with the contract specifications.

b. Review Project record testing and/or independent assurance testing reports as outlined in the contract specifications.

c) **Change Orders**. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change order, which may be required due to actual field conditions encountered or new requirements directed by the Owner. If the change order will be considered as special services.

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "C"
CONTRACT RATE SCHEDULE

DOS LOGISTICS, INC.

LABOR:

JOB DESCRIPTION	Contract Rate** 2008	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014
Engineering							
Principal	$226.22	$237.53	$249.41	$261.88	$274.97	$288.72	$303.16
Project Manager (VII)	$200.11	$210.11	$220.62	$231.65	$243.23	$255.40	$268.17
Sr. Engineer (V)	$181.92	$191.02	$200.57	$210.60	$221.13	$232.18	$243.79
Project Engineer(QA/QC)	$156.45	$164.27	$172.49	$181.11	$190.17	$199.67	$209.66
Engineer (I) / (II)	$127.34	$133.71	$140.40	$147.42	$154.79	$162.53	$170.65
Sr. Engineering Designer (III)	$134.87	$141.62	$148.70	$156.13	$163.94	$172.14	$180.74
Environmental Scientist	$120.07	$126.07	$132.37	$138.99	$145.94	$153.24	$160.90
Engineering Designer (I) / (II)	$90.96	$95.51	$100.29	$105.30	$110.56	$116.09	$121.90
CADD Operator (I) / (II)	$78.31	$82.22	$86.34	$90.65	$95.19	$99.94	$104.94
Secretary	$65.49	$68.76	$72.20	$75.81	$79.60	$83.58	$87.76
Surveying							
Reg. Public Land Surveyor	$133.71	$140.39	$147.41	$154.78	$162.52	$170.65	$179.18
Project Supervisor SIT	$103.45	$108.62	$114.05	$119.75	$125.74	$132.03	$138.63
Survey Technician	$64.95	$68.20	$71.61	$75.19	$78.95	$82.90	$87.04

**These are the rates to be determined for each work authorization

NON-LABOR***	
Mileage	****
Car Rental	****
Lodging (In states)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equuuipment	$475/day
Copies	$.12/ea
Bond Plots	$0.80/sq.ft.
Color Plots	$170/sq.ft
Mylar Plots	$1.60/sq.ft.

***These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis.
determined at time of negotiation. At the raates authorized by Hidalgo County Officials

EXHIBIT D1

-Fee Breakdown

DL, INC.
DOS LOGISTICS, INC.
CORPORATE OFFICE

September 30, 2008

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539

RE: BAFO FOR STORM WATER PROJECT, PCT. 1 COLONIAS

Dear Ms. Saenz:

Dos Logistics, Inc. (DL, Inc.) is excited about the opportunity to provide professional services for the Hidalgo County Precinct 1 Storm Water Colonias' Project.

After careful consideration of the work detail to perform the required engineering services for the five (5) targeted colonias, including *Olivarez No. 2 and Chapa No. 2; Spanish Palm; La Pinata; Encinal; and Estancia*, DL, Inc.'s best and final offer for professional services are attached hereto. If the proposed cost estimates meet your approval, we are ready to begin services promptly and certainly look forward to working with Hidalgo County, Precinct 1 on this valuable project.

Thank you for your attention and consideration. If you have any questions, concerns, or require additional information, please do not hesitate to contact me at (956) 797-4601, or Mr. Eric Ybarra, at your earliest convenience.

Sincerely,

Tina Buchanan

TINA BUCHANAN
Contracts Manager

Enclosure

212 West 3rd Street, Weslaco, Texas 78596 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194

www.doslogistics.com

Preliminary Construction Cost Estimate
Hidalgo County Precinct No. 1 Paving Improvements
Prepared By Dos Logistics, Inc.

A. Olivarez # 2 and Chapa # 2

1.	Regrade Existing Roadside Drainage Ditch	10,200	LF	@	$ 3.75=	$28,250
2.	Proposed Drainage Ditch	1,100	LF	@	$ 10.00=	$11,000
3.	18" Dia. Reinforced Concrete Pipe (Class III)	922	LF	@	$ 60.00=	$55,320
4.	24" Dia. Reinforced Concrete Pipe (Class III)	690	LF	@	$ 70.00=	$48,300
5.	36" Dia. Reinforced Concrete Pipe (Class III)	920	LF	@	$ 90.00=	$82,800
6.	Concrete Rip-Rap	1	LS	@	$6,000.00=	$ 6,000
7.	Concrete Headwall for 2-BBL 36" RCP	1	EA	@	$5,000.00=	$ 5,000
8.	Driveway Replacement	378	SY	@	$ 20.00=	$ 7,560

Subtotal : $254,230
20% Contingency : $ 50,846
Engineering Fee : $ 38,135
Total : $343,211

B. Spanish Palm

1.	Proposed Roadside Drainage Ditch	7,250	LF	@	$ 10.00=	$72,500
2.	18" Dia. Reinforced Concrete Pipe (Class III)	320	LF	@	$ 60.00=	$19,200
3.	24" Dia. Reinforced Concrete Pipe (Class III)	320	LF	@	$ 70.00=	$22,400
4.	36" Dia. Reinforced Concrete Pipe (Class III)	360	LF	@	$ 90.00=	$32,400
5.	Concrete Rip-Rap	1	LS	@	$10,000.00=	$ 6,000
6.	Asphalt Repair	1	LS	@	$ 2,000.00=	$ 2,000
7.	Driveway Replacement	850	SY	@	$ 20.00=	$17,000

Subtotal : $175,500
20% Contingency : $ 35,100
Engineering Fee : $ 26,325
Total : $236,925

C. La Pinata

1.	Regrade Existing Roadside Drainage Ditch	7,000	LF	@	$ 3.75=	$26,250
2.	Proposed Drainage Ditch	3,600	LF	@	$ 10.00=	$36,000
3.	18" Dia. Reinforced Concrete Pipe (Class III)	1,000	LF	@	$ 60.00=	$60,000
4.	24" Dia. Reinforced Concrete Pipe (Class III)	600	LF	@	$ 70.00=	$42,000
5.	36" Dia. Reinforced Concrete Pipe (Class III)	360	LF	@	$ 90.00=	$32,400
6.	Concrete Rip-Rap	1	LS	@	$10,000.00=	$10,000
7.	Driveway Replacement	850	SY	@	$ 20.00=	$17,000

Subtotal : $223,650
20% Contingency : $ 44,730
Engineering Fee : $ 33,548
Total : $301,928

D. Encinal

1.	Regrade Existing Roadside Drainage Ditch	10,925	LF	@	$ 3.75=	$40,969
2.	18" Dia. Reinforced Concrete Pipe (Class III)	876	LF	@	$ 60.00=	$52,560
3.	24" Dia. Reinforced Concrete Pipe (Class III)	360	LF	@	$ 70.00=	$25,200
4.	Concrete Rip-Rap	1	LS	@	$6,000.00=	$ 6,000
5.	Safety End Treatment for 24" Reinforced Concrete Pipe	12	EA	@	$ 325.00=	$ 3,900
6.	Driveway Replacement	378	SY	@	$ 20.00=	$ 7,560

Subtotal : $136,189
20% Contingency : $ 27,238
Engineering Fee : $ 20,428
Total : $183,855

E. Estancia

1.	Regrade Existing Roadside Drainage Ditch	12,800	LF	@	$ 3.75=	$48,000
2.	18" Dia. Reinforced Concrete Pipe (Class III)	1,134	LF	@	$ 60.00=	$68,040
3.	24" Dia. Reinforced Concrete Pipe (Class III)	410	LF	@	$ 70.00=	$28,700
4.	30" Dia. Reinforced Concrete Pipe (Class III)	384	LF	@	$ 80.00=	$30,720
5.	36" Dia. Reinforced Concrete Pipe (Class III)	160	LF	@	$ 90.00=	$14,400
6.	4' x 4' Reinforced Concrete Box (Precast)	160	LF	@	$ 400.00=	$64,000
7.	Concrete Rip-Rap	1	LS	@	$12,000.00=	$12,000
8.	Concrete Headwall for BBL 4' x 4' RCB	2	EA	@	$ 6,000.00=	$12,000
9.	Safety End Treatment for 24" Reinforced Concrete Pipe	10	EA	@	$ 325.00=	$ 3,250
10.	Safety End Treatment for 30" Reinforced Concrete Pipe	8		@	$ 425.00=	$ 3,400
11.	Driveway Replacement	517	SY	@	$ 20.00=	$10,340

Subtotal	:	**$294,850**
20% Contingency	:	**$ 58,970**
Engineering Fee	:	**$ 44,228**
Total	:	**$398,048**

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 this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	$162,664.00
Preliminary Design/Field Surveying	=	25% of the Services Fee
Final Design and Specification	=	50% of the Services Fee
Construction Staking	=	25% of the Services Fee

EXHIBIT E

-Certificate of Insurance *(Hidalgo County)*

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/2/2008

PRODUCER

Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

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

Dos Logistics, Inc.

212 West Third St.
Weslaco, TX 78596
956-968-8800

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Interstate Fire & Casualty	
INSURER B: Sentinel Insurance/Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: HCC Specialty Insurance Co.	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CMR6200015-1	10-28-07	10-27-08	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 $ 1,000,000 $ 2,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	61UECKO4021	08-18-08	08-18-09	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	$ $ $
		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	001176767	02-10-08	02-10-09	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D		OTHER Professional E&O	S707-10575	10-28-07	10-28-08	$2,000,000 occurrence $ 35,000 retention	

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

CERTIFICATE HOLDER

Hidalgo County Pct. 1
100 E. Cano, 4th Floor, Admin Bldg.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Ron Robertson

© 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.

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

AI-11904 **19.C.1.**

New 4 X 4 Excavator

CC REGULAR

Date: 10/28/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Recommending award of bid to vendor (Waukesaha-Pearce Industries, Inc.) meeting all required specifications/requirements for Bid No. 2008-396-10-22-SMA-"Hidalgo County Precinct No. 2- New 4 X 4 Excavator" in the amount not to exceed the total of $271,325.35

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-122-030-0-742
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of AI# 11917 & 11924

Available balance as of 10-24-08 $107,190.73
CC 10-28-08 AI#11917 $110,629.17
CC 10-28-08 AI#11924 $ 53,505.45
Total $271,325.35

Attachments

Link: Recommendation
Ltr, Bid Tab, Participation
Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 08:41 AM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 09:10 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/24/2008 01:19 PM	APRV
4	Auditor's Office	Linda Fong	10/24/2008 01:59 PM	APRV
5	Dina Trevino		10/24/2008 05:46 PM	NEW

Form Started By: Sandra Montalvo Started On: 10/23/2008 09:31 AM

Final Approval Date: 10/24/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Agapito Vargas, Executive Director
Hidalgo County Precinct No. 2

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: October 22, 2008

RE: **Bid Award Recommendation Request:**
Bid No. 2008-396-10-22-SMA -HIDALGO COUNTY PRECINCT NO. 2
"NEW 4 X 4 EXCAVATOR"

We have received two (2) responses to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than,Friday, October 24,2008 @ 3:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, November 4, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Waukesha-Pearce Inc	MEETS Specs / Needs - Hiway Mounted

Budget Account No.: _____

Ricardo Cuellar | Ricardo Cuellar | 10/23/08

Authorized Signature | Printed Name | Date

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

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: October 22, 2008 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PCT NO. 2 – " NEW 4 x 4 EXCAVATOR"
BID NO: 2008-396-10-22-SMA

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1.) Waukesaha-Pearce Industries, Inc. ATTN: Richard Stracemer	e-mail	Sandra Montalvo	10/06/08	2011 W. Expwy 83 Pharr, Tx 78577 956-787-4231 (office) 361-815-7573 (cell) stracr@wpi.com
2.) Romco Equipment Co. ATTN: Andy Ramos	e-mail	Sandra Montalvo	10/06/08	312 Park Street Mercedes, Tx 78570 956-565-0100 (office) 956-565-1765 (fax) 956-369-1227 (cell) aramos@romco.com
3.) Doggett Heavy Machinery ATTN: Danny Jackson	e-mail	Sandra Montalvo	10/06/08	705 E. Nolana Pharr, Tx 78577 956-787-0001 (office) 956- 342-5228(cell) danny.jackson@doggettmachinery.com
4.) B-C Equipment Sales, Inc. ATTN: Jerry Silva	IP	Jerry Silva	10/09/08	201 E. Expwy. 83 La Feria, Tx 78559 956-797-0072 (office) 956-244-2427 (cell) 956-797-0092 (fax) 1888-900-0908 jsilva@bc-equipment.com
5.) H & V Equipment **Attn: Alex Maldonado**	EMR	Elena Gomez	10/17/08	5627 hwy 281 East Progreso, Texas 78579 956-565-3788 hvprogreso@aol.com
6.) Holt Cat-Weslaco Attn: Gerry Dreyer	EMR	Sandra Montalvo	10/10/08	956-373-4659 (cell) gerry.dreyer@holtcat.com

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PCT NO. 2

BID OPENING DATE: OCTOBER 22, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "NEW 4 X 4 EXCAVATOR"

BID NO: 2008-396-10-22-SMA	**BUYER: SANDRA MONTALVO**

	NAME OF COMPANY		TOTAL BID PRICE	MET SPECIFICATIONS	SUBMITTED ADDENDUM
1.)	**Waukesha-Pearce Industries, Inc**		**$271,325.35**	**YES**	**YES**
***Waukesha –Pearce Industries, Inc. was the only bid submitted meeting all required specifications**					
2.)	**Doggett Heavy Machinery Services**	190 D W	**$195,074.95**	**NO**	**NO**
		220D W Wheeled Excavator	**$225,006.84**	**NO**	
3.)	**HoltCat, Weslaco, TX**		**NO BID**	**NO BID**	**NO BID**

AI-11846 **19.C.2.**

Approval to Execute Contract with Millennium Engineering Group for Construction Material Testing for Pct 2

CC REGULAR

Date: 10/28/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Presentation for discussion, consideration and approval to execute a Construction Materials Testing Services contract with Millennium Engineers Group for, "Road and Bridge Projects" for Precinct No. 2 (on an as needed basis) as approved for negotiations on CC 07/22/08.

B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 1 ($9,619.12) for "South Tower Park," with Millennium Engineers Group, to provide engineer services to Hidalgo County Precinct No. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
WA#1

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Agenda Consent Item # 11860 will be transferring $150,000.00 into the account.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 08:27 AM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 09:07 AM	APRV
3	Rey Salazar	Rey Salazar	10/24/2008 05:39 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Rocio Villarreal

Started On: 10/22/2008 10:58 AM

Final Approval Date: 10/24/2008

THE STATE OF TEXAS

COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-08-316-10-28

THIS AGREEMENT is made effective the **23rd** day of **September,** 2008 by and between the **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 2** and Millennium Engineers Group, 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 Road and Bridge 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 a 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. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate on October 28, 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 and 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 (30) 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 accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 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 Services, 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," "Laboratory Rates." 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 offices 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 it 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 contract 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 Services, 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 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 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: Millennium Engineers Group.
Attn: Mr. Raul Palma, P.E., President
705 Dawson Drive
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes 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: Millennium Engineers Group

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court 10/28/08

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
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	-Certificates of Insurance

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/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 indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** 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 **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County 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 the 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, construction 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 specification 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 recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, 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 recommendations 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 projects 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 inspection services as requested by the OWNER on construction and maintenance projects

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 Laboratory Services
Agreement #C-00-000-00-00
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) 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

AI-11922 **19.C.3.**

Requesting approval of Work Authorization 12 with TEDSI for Pct 2
CC REGULAR

Date: 10/28/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 12 (with an estimated cost of $2,750.00) for "Dicker Rd at McColl Rd West of Las Milpas" with TEDSI Infrastructure, to provide engineering services to Hidalgo County Precinct No. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-429-30-115-029-0-334
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 10-24-08 $5,275.00

Attachments

Link: WA 12

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 08:44 AM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 09:12 AM	APRV
3	Veronica Lopez	Veronica Lopez	10/24/2008 11:04 AM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW
Form Started By: Rocio Villarreal			Started On: 10/23/2008 05:08 PM	
Final Approval Date: 10/24/2008				

October 2nd, 2008

Commissioner Hector "Tito" Palacios.
Hidalgo County Precinct #2
301 E. State St.
Pharr, Texas 78577

RE: Hidalgo County Contract #C-07-051-02-06
Work Authorization # 12 - Traffic Study
Dicker Rd @ McColl Rd. West of Las Milpas, Texas.

Dear Commissioner Palacios:

TEDSI Infrastructure Group (TEDSI) is pleased to submit this proposal to Hidalgo County Precinct #2 for services relating to a Traffic Signal Warrant study at the above captioned intersection. It is proposed that this project be performed as part of the existing traffic evergreen contract between TEDSI and Hidalgo County.

TEDSI will perform these services as detailed in the attached **"Attachment A" – Scope of Services.**

SCHEDULE

This project will require approximately 30 days to complete. This timeframe is contingent on Hidalgo County Pct #2 providing any requested information required to complete this project.

COMPENSATION

The proposed fees are in accordance with our contract fee schedule as defined under Item C2 of our existing contract. The total lump sum fees are as follows:

1. ***Dicker Rd @ McColl Rd. West of Las Milpas, Texas.***	$ 2,750.00
TOTAL	**$2,750.00**

I can assure you of our personal service, total commitment and timely response towards you on this Project.

If you have any questions or require additional information, please do not hesitate to call.
If it is your desire to proceed with this project, please sign the attached work authorization documents and return for further processing.

Sincerely
TEDSI INFRASTRUCTURE GROUP

Eric R. Dietrich, P.E., P.T.O.E
Project Manager

Attachments: As Stated.

ATTACHMENT "A"
SCOPE OF WORK

TRAFFIC ENGINEERING SERVICES

TRAFFIC SIGNAL WARRANT ANALYSIS

In response to constituent concerns, Hidalgo County Precinct #2 requested a Traffic Signal Warrant analysis for the intersection of ***Dicker Rd @ McColl Rd. West of Las Milpas, Texas***. The scope of work and associated fees for proposed traffic engineering services are based on the following items:

a. TEDSI will submit two original duplicate study reports for the study to Hidalgo County Pct #2 approximately 30 days after a Notice to Proceed is received by TEDSI.

b. TEDSI will collect all necessary traffic data to study this intersection.

c. TEDSI will provide recommendations to enhance traffic operations and safety at this location.

TRAFFIC SIGNAL WARRANT ANALYSIS

TEDSI shall perform a Traffic Signal warrant analysis at this intersection in Hidalgo County Precinct No 2. TEDSI will collect the necessary traffic data to perform the required analysis. The Traffic Signal warrants as outlined in the 2006 TMUTCD will be utilized for this study. A traffic engineering study report will be prepared which includes a summary of the conditions at the intersection, Traffic Signal warrant analysis results, recommendations, and project photographs.

Intersection to be studied:

1. ***Dicker Rd @ McColl Rd. West of Las Milpas, Texas.***

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-051-02-06
Work Authorization Form

WORK AUTHORIZATION NO. 12

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.C. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner,**" and, TEDSI Infrastructure Group professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to perform a Traffic Signal Warrant study at the intersection of ***Dicker Rd @ McColl Rd. West of Las Milpas, Texas.***

The scope of services to be provided by the **Engineer** is identified in ***Attachment "A" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. LUMP SUM COST

The estimated cost for services under this Work Authorization is **$ 2,750.00.** This amount is based upon the costs outlined in the Contract.

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 II, Item C and Article/Part/Section V of the Agreement.

PART 4. FUNDING

This Work Authorization No.12 shall be funded through funding source:
Account No. 8-1100-429-30-115-029-0-334

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No. # 12.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2

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:
TEDSI INFRASTRUCTURE GROUP

_____
By: Eric R. Dietrich, P.E., Project Manager

THE OWNER:
HIDALGO COUNTY

_____
By: J.D. Salinas, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr. - County Clerk

ATTACHMENT

ATTACHMENT "A" - Services to be Provided by the Engineer

AI-11841 **19.D.1.**

Requesting Approval of 60 Day Extension for Roy's Hauling Services, Inc. for Pct 3

CC REGULAR

Date: 10/28/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Requesting authority to exercise the sixty (60) day grace period extension (as provided in contract) for the "Hauling Services of Crushed Caliche for Precinct No. 3" under the same rates, terms and conditions with Roy's Hauling Services, Inc. with an effective date of 11/01/08 - 12/30/08 so as to have no lapse in service while the procurement process is completed.

BACKGROUND

As per Rocio Villarreal, contract was extended from 10/31/07 to 10/31/08. She will be providing a copy of the extension.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-346
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance $5,000.00 as of 10/23/08.

Services requested on an "As needed" basis

Attachments

Link: Extension Letter
Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 04:10 PM	APRV
2	Budget & Management	Veronica Lopez	10/22/2008 04:31 PM	APRV
3	Erika Reyna	Erika Reyna	10/23/2008 02:37 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	PEND

Form Started By: Rocio Villarreal Started On: 10/22/2008 08:49 AM

Final Approval Date: 10/24/2008

PURCHASING DEPARTMENT
County Of Hidalgo

October 21, 2008

Via Fax (956) 383-2569

Roy Balderas Jr.
Roy's Hauling Services, Inc.
PO Box 1896
Edinburg, Texas 78539

Re: C-06-270-10-31-Hauling of Crushed Caliche for Precinct No. 3

Dear Mr. Balderas:

Commissioners' Court will take applicable action (Tuesday, October 28, 2008) in connection with the Hidalgo County's option to extend/renew for an additional sixty (60) day period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of November 1, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, October 24, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 10/21/2008

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

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-270-10-31

THIS CONTRACT is made and entered into this **31st** day of **October, 2006** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy's Hauling Services Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling of Crushed Caliche"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Precinct No. 3** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Commissioner of Precinct No.** 3or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **October 31, 2006** ending on **October 31, 2007** and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at

this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

Roy's Hauling Services, Inc.
Attn: Roy Balderas, Jr.
PO Box 1896
Edinburg, Texas 78540

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

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

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2006.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino, County Clerk

COMPANY: Roy's Hauling Services, Inc.

By:_____
Printed Name: Roy Balderas Jr.
Title: Vice Pres.

Approved by Commissioners' Court on October 31, 2006

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY - PRECINCT # 3
"HAULING SERVICES OF CRUSHED CALICHE"
BID NO: 06-270-10-25-jmt
Bid Opening Date: October 25, 2006 at 9:30 AM

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS AND CONDITIONS

SCOPE OF SERVICES:

1. The requirements services contract will encompass all project-related hauling crushed caliche for the County of Hidalgo Precinct 3 including, but not limited to, the following:

2. Hauling services will be on an **as needed basis only.**

3. Crushed caliche will be hauled from awarded vendor **a) - Valley Caliche** contract number
4. C-04-086B-06-15 at pit location as follows:

   a.) BECK PIT: Address: FM 1924 and Iowa Rd. Mission, Texas

4. Bid price must be on a **per ton basis.**

5. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

6. The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional year under the same terms and conditions. Prices must remain firm during the contract period.

7. Hidalgo County-Precinct No.3 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.

8. Hauling of crushed caliche will be done by Precinct # 3 forces along with awarded vendor, when required.

9. Hidalgo County - Precinct No. 3- Requires a minimum of **6 hauling trailers** that will be **available** on daily basis for this bid project to please note the make, year, model and capacity of your hauling trucks on attached **Exhibit "D"**.

EXHIBIT "A"
Cont....

HIDALGO COUNTY - PRECINCT # 3
"HAULING SERVICES OF CRUSHED CALICHE"
BID NO: 06-270-10-25-jmt
Bid Opening Date: October 25, 2006 at 9:30 AM

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS AND CONDITIONS

10. Hidalgo County - Precinct No. 3 - Requires the minimum of five (5) vendor owned trucks (proof of ownership (title) shall be furnished with bid) to be available on a daily basis.

11. The Bidder awarded the contract shall not engage the services of a subcontract without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County (See Exhibit "C").

12. **Insurance (requirements) certificates** must be submitted to Precinct 3 with copies to the Purchasing Department for approval prior to any services being performed which is applicable to both the awarded bidder and the subcontractor in accordance to **Exhibit "C" attached**.

13. **Any contract award to a successful bidder will be in effect until:**
(a) the contract expires,
(b) delivery and acceptance of products, and/or performance of services ordered, or
(c) terminated by County with thirty day's written notice prior to cancellation.

EXHIBIT"B"
PAYMENT SCHEDULE

EXHIBIT "B"

BID FORM

HIDALGO COUNTY PRECINCT 3
"HAULING SERVICES OF CRUSHED CALICHE"
BID NO: 06-270-10-25-jmt

Part I. AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS.

SAMPLE:	*$ 3.00*	*25%*	*.75*
Location of Plant/ Road Materials	**Total Cost Per Ton:**	**Fuel Costs Percentage Per Ton:**	**Current / Base Fuel Cost**
Valley Caliche - Beck Pit			
FM 1924 and Iowa Rd. Mission, Texas			
Crushed Caliche	$ 4.75	% 75%	$ 3.56

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 3

At the time of bid opening South Texas were to experiencing high fuel prices. Therefore, Hidalgo County Precinct No. 3 is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for October 18, 2006. For each 10% (increase or decrease) in the OPIS Index of October 18, 2006 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 3 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 3 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

BIDDER/COMPANY NAME : ROY'S HAULING SERVICE, INC.

ADDRESS: P.O. BOX 1896

CITY/STATE/ZIP CODE: EDINBURG, TEXAS 78540

PHONE AND FAX No: PH(956)383-2206 FAX(956)383-2569

AUTHORIZED SIGNATURE: Roy Balderas Jr

PRINTED NAME: ROY BALDERAS JR.

TITLE: VICE-PRESIDENT

EXHIBIT "C"
INSURANCE

Client#: 9117 ROYSHAU

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/06

PRODUCER
Hilb Rogal & Hobbs
1400 N McColl Rd S ite 105
P O Drawer 3785
McAllen, TX 78502

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

INSURED
Roy's H uling Service
P O Bo: 1896
Edinbur , TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: USF Insurance Company	25887
INSURER B: Texas Mutual Insurance Company	22945
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSU RANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, T RM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INS URANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATI 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 LIABI ITY	LGBGL55082	10/27/06	10/27/07	EACH OCCURRENCE	$1,000,000
		X COMMERCI L GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		CLAIM MADE X OCCUR				MED EXP (Any one person)	$5,000
		X BI/PD				PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGA TE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LI ABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNE AUTOS				BODILY INJURY (Per person)	$
		SCHEDULE D AUTOS					
		HIRED AUT OS				BODILY INJURY (Per accident)	$
		NON-OWNE D AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABI TY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBR LLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBL E					$
		RETENTIO $					$
B		WORKERS COMPENS TION AND EMPLOYERS' LIABILI Y	TSF0001155668	03/31/06	03/31/07	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PA TNER/EXECUTIVE OFFICER/MEMBER EX CLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

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

CERTIFICATE HOLDER

County Of Hidalgo
100 E Cano 4th Floor
Edinbu g, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 05/03/2006

PRODUCER
ValMor Insurance Agency
1303 North 10th
Suite 1
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

INSURED
ROY'S HAULING SERVICE INC.
P. O. BOX 896
EDINBURG TX 78540

INSURER A:
INSURER B: Unitrin County Mutual Ins. Co.
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	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				FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY	FCNCCV2300075	08/16/2005	08/16/2007	COMBINED SINGLE LIMIT (Ea accident)	$ 500,010.
	[ ] ANY AUTO					
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	[X] 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	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
	[ ] DEDUCTIBLE					$
	RETENTION $					$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
	OTHER				E.L. DISEASE - POLICY LIMIT	$

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

SEE ATTACHED LIST OF VEHICLES INSURED.

CERTIFICATE HOLDER

COUNTY OF HIDALGO

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

Marilu Guerra

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

EXHIBIT "C"

VEHICLE IDENTIFICATION LIST

HIDALGO COUNTY PRECINCT 3
"HAULING SERVICES OF CRUSHED CALICHE"
BID No.: 06-270-10-25-jmt
Bid Opening Date: October 25, 2006 at 9:30 AM

***HIDALGO COUNTY PRECINCT NO. 3** is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONNAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required use a second sheet as provided.*

YEAR MAKE and MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
2000 INTL.	2HSFTAEROYCO37950	2EP 530	20 - 24	OWNED
2000 INTL.	2HSFTAER9YCO37946	2EP 534	20 - 24	OWNED
1998 INTL.	2HSFHAER3WCO44857	2CC 289	20 - 24	OWNED
2001 STERLING	2FWJA3AV71AH86157	2CC 802	20 - 24	OWNED
2001 STERLING	2FWJA3AV21AH88205	2CC 803	20 - 24	OWNED
1999 MACK	1M1AA12Y9XW111180	2CN 504	20 - 24	OWNED

AI-11852 **19.D.2.**

Requesting for Invoice Payment No. 08107 for Javier Hinojosa Engineering

CC REGULAR

Date: 10/28/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Approval of Request for Payment on Invoice No. 08107 in the amount of $6,054.34 for "7 Mile Line, Part 1- Iowa Rd" from contracted project engineer, Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

PO #551094

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 04:46 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:44 AM	APRV
3	Erika Reyna	Erika Reyna	10/23/2008 09:21 AM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	PEND

Form Started By: Rocio Villarreal Started On: 10/22/2008 12:05 PM

Final Approval Date: 10/24/2008

V#
P.O. 70727
551094

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08107

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: October 16, 2008 Project Name: 7 Mile Line Project Part I **Iowa Road (7 Mile Line to 10 Mile Line)**

Description

P.O.#551094

Engineering services rendered for completion of Plans and Specifications and towards completion of construction staking for Iowa Road from 7 Mile Line to 10 Mile Line.

INVOICE RECEIVED BY
_____ ON 10/16/08
GOODS/SERVICES RECEIVED BY
_____ ON 10/16/08

8-1203-431-00-123-005-0731

Contract Amount:	**$72,652.13**
Amount To Date:	**$60,543.44**
Amount Paid To Date:	**$54,489.10**
Amount Due This Invoice:	**$6,054.34**

Office Use Only

We Appreciate Your Business.

AI-11866 **19.D.3.**

Two (2) New 670D Motor Graders
CC REGULAR

Date: 10/28/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) from Doggett Heavy Machinery Services, LTD located at 705 E. Nolana, Pharr, TX through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 to purchase (2) Two New 670D Motor Graders in the amount of $373,796.00; price includes Buyboard pricing & fees.

BACKGROUND

As per Pct. #3 request purchase of proposed motorgraders will be from acct. #8-1336-431-00-123-040-0-742.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-123-040-0-742
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending approval of AI 11844

Attachments

Link: 08-426
Link: 08-426

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 05:17 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:46 AM	APRV
3	Erika Reyna	Erika Reyna	10/23/2008 10:04 AM	APRV
4	Auditor's Office	Becky Morales	10/23/2008 02:31 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 08:32 AM	APRV

Form Started By: Oscar Garza Started On: 10/22/2008 02:36 PM

Final Approval Date: 10/24/2008

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

MEMORANDUM

TO: Oscar Garza, Procurement Specialist
Hidalgo County Purchasing Dept.

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3

DATE: October 22, 2008

RE: Authorization to Purchase

Oscar, please allow this memorandum as a formal request to prepare agenda item for the next commissioner's court meeting. Please request authorization to purchase two (2) new Motor Graders. The purchase will be fund using account number 8-1336-431-00-123-040-0-742.

Thank you and if you have any questions or require additional information, please call me (956)585-4509.

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

JOHN DEERE

Equipment Details

Prepared For: Joe Flores
2221 RD& Iowa
Roma Mission, Texas 78572
Phone: 956/205/7000
Email: rudyllamas@doggettmachinery.com

Dealership: Rudy Llamas
DOGGETT HEAVY MACH SERV LLC
705 E NOLANA LOOP
PHARR, TX 785779535
Phone: 9567870001
Email: rudyllamas@doggettmachinery.com

Date October 07, 2008 Offer Expires: 10/30/08

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra. Some additional charges may apply.

All amounts are displayed in USD

670D MOTOR GRADER

Code	Description	Qty	List Price
9030T	670D MOTOR GRADER		**$243,903.00**

RECOMMENDED MOTOR GRADER CONFIGURATIONS

SITE PREP & ROAD BUILDING

Order Codes Recommended:

Short Cab - Opening Windows 5030
Moldboard 2010
Circle Drive Slip Clutch 9070
Light Package 7150
Tires & Three Piece Rims 4410 & 9001
Push Block 9550
Rear Ripper / Rear Scarifier 9420

ROAD MAINTENANCE

Order Codes Recommended:

Short Cab - Fixed Windows 5020
Moldboard 2050
Light Package 7150
Tires & Three Piece Rims 4410 & 9001
Bottom Guard 9520
Front Scarifier 9410
Rear Hitch & Pin 9510

Options

Optional Items:

6110	Posture Contour Fabric Mechanical Suspension Seat with Armrests	1	In Base Price
5020	Low Cab w/ Fixed Lower Front and Side Windows	1	In Base Price
	Includes Roof Wiring Harness for Lighting, Beacon, Precleaner and Heated Mirrors		
6030	Cab w/o Precleaner	1	In Base Price
5510	Autoshift Transmission	1	$1,557.00
7130	GRADING LIGHTS (10 HALOGEN LIGHTS)	1	$910.00
	Includes code 7110 Transporting Halogen w/ LED turn signals on bar, LED rear turn signals mounted on rear grille, LED front and rear marker lights, LED brake lights, LED hazard warning lights, plus (6) Work lights: (2) on bottom of cab, (2) on midframe, and (2) reversing lights on rear grill.		
9120	Front Window Movable Sun Visor	1	$125.00
2050	14 Ft. x 24 In. x 7/8 In. (4.27 M x 610 mm x 22 mm) with 6 In. x 5/8 In. (152 x 17 mm) Cutting Edge and 5/8 in. (17mm) Hardware	1	$1,125.00
2120	Wear Inserts	1	In Base Price
2220	Wear Inserts w/o Clutch	1	In Base Price
6620	4 Function w/ 1 Auxiliary Function Control	1	$1,215.00
	Base Functions plus 1 function w/float control for Ripper or auxiliary application. For Use with Code 9420 Rear Ripper/Scarifier Combination.		
6510	4 Function Control	1	In Base Price
	Base Functions: Rear Steer, Circle Side shift, Wheel Lean & RH Blade Lift w/ Float		
9420	Rear Mounted Ripper/Scarifier Combination	1	$14,783.00
	Includes Rear mounted Ripper/Scarifier with rear hitch and pin. Three 2 x 5 in. Ripper Shanks w/teeth. For Scarifier Shanks select code 9430. Requires code 6620, 6630, or 6640 valves. Recommend code 9555 Push Block for better machine balance.		
9430	(9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier	1	$1,205.00
	Requires Code 9420 Ripper/Scarifier		
9540	Transmission Bottom, Side and Rear Guard For Use With Ripper	1	$1,450.00
	Requires Codes 9420 Rear Ripper/Scarifier and 9545 Transmission Solenoid Valve Guard		
9545	Transmission Solenoid Valve Guard	1	$176.00

	Recommended for snow plowing applications		
4620	17.5 R 25 Inch G3/L3 Single Star Radial Tires	1	$8,047.00
	Radial Tires: Recommended for puncture resistance, fuel economy and increased traction. Maximum per tire load 8048 lbs		
9003	14 x 25 Inch Multi-Piece Wheel Rims	1	$1,474.00
	Requires Code 4510,4620,4610 or 4630 Tires in lieu of 1 piece rims.		
7510	(2) Group 31 Batteries	1	($182.00)
	750 CCA, 180 reserve minutes each.		
9007	Rotary Ejector Precleaner	1	$522.00
	Replaces aspirated precleaner.		
9210	Decelerator	1	$197.00
9260	Fluid Sampling Ports	1	$138.00
	For sampling engine oil, engine coolant, hydraulic oil, axle and Transmission fluids.		
AT158292	Front Push Block	1	$2,306.00
	Installation instructions T143717. Average installation, 1 hour.		
	Configuration Total:		**$278,951.00**

Additional Charges (for Dealer use only)

Configured Price:		$557,902.00
Freight:	+/-$	0.00
Setup & Delivery:	+/-$	0.00
Discounts:TASB% 33%	+/-$	-184106.00
Trade In Allowance:	+/-$	0.00
Extended Warranty:	+/-$	0.00
Taxes:	+/-$	0.00
TASB Contract # 268-07	+/-$	0.00
	+/-$	0.00
	+/-$	0.00
	+/-$	0.00
	+/-$	0.00
	+/-$	0.00
Total Delivered Price:	USD $	373,796.00

Update Adjustments Cancel

Special pricing may be available on certain models. See dealer for details. Taxes, freight, setup, and delivery not included. Prices may vary by dealer. Prices and specifications subject to change without notice. Offers valid in the United States. Prices in U.S. dollars.

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AI-11923 **19.D.4.**

Requesting for Invoice Payment for Invoice No. 08111 from Javier Hinojosa Engineering

CC REGULAR

Date: 10/28/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Approval of Request for Payment on Invoice No. 08111 in the amount of $13,311.11 for "Rabbit Patch Subd. Unit I and II" from contracted project engineer, Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 611255; funding available

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 08:47 AM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 09:12 AM	APRV
3	Erika Reyna	Erika Reyna	10/24/2008 10:58 AM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW
Form Started By: Rocio Villarreal			Started On: 10/23/2008 05:21 PM	
Final Approval Date: 10/24/2008				

141 135
611 255

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08111

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: October 22, 2008

Project Name: Rabbit Patch Subdivision Unit I and Unit II

Description

Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the Paving Improvements for the Rabbit Patch Subdivision Unit I and Unit II.

P.O.#611255
CONTRACT AMT.: $17,748.15

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$4,437.04	100%	$4,437.04	$0.00	$4,437.04	$0.00
Design						
Phase 50%	$8,874.08	100%	$8,874.08	$0.00	$8,874.08	$0.00
Construction						
Phase 25%	$4,437.04	0%	$0.00	$0.00	$0.00	$4,437.04
TOTAL	**$17,748.15**	**75%**	**$13,311.11**	**$0.00**	**$13,311.11**	**$4,437.04**

TOTAL AMOUNT DUE THIS INVOICE: $13,311.11

Submitted By: Javier Hinosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
MC ON 10/30/08
GOODS/SERVICES RECEIVED BY
Comm. Flores ON 10/22/08
8-1203-431-00-123-005-0-734

AI-11935 **19.D.5.**

Purchase of One (1) New 816F2 Landfill Compactor
CC REGULAR

Date: 10/28/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) Holt Cat, Weslaco, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 to purchase One (1) New 816F2 Landfill Compactor in the amount of $379,600.00 price includes Buyboard Pricing & Fees-pProject #2008-436 DIP-3

BACKGROUND

As per memo received Norma Ceballos from Commissioner Joe Flores on October 24, 2008 requesting to place on CC for approval.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-123-040-0-742
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding as per attached memo is from 2006 C.O. Acct #8-1336-431-00-123-040-0-742

Attachments

Link: 08-436
Link: 08-436

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 04:48 PM	APRV
2	Budget & Management		10/24/2008 05:46 PM	NEW
Form Started By: Oscar Garza			Started On: 10/24/2008 02:44 PM	
Final Approval Date: 10/24/2008				

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

Joe M. Flores
County Commissioner, Pct. No. 3
P.O. Box 607
Mission, Texas 78573
Office: (956) 585-4509
Fax: (956) 585-2375

MEMORANDUM

TO: Oscar Garza, Procurement Specialist
Hidalgo County Purchasing Dept.

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3

DATE: October 24, 2008

RE: Authorization to Purchase

Oscar, please allow this memorandum as a formal request to prepare agenda item for the next commissioner's court meeting. Please request authorization to purchase one (1) new Landfill Compactor and three (3) new Pickups. Compactor funding is 2006 C.O. accounts number 8-1336-431-00-123-040-0-742. For the vehicles the account number 8-1302-431-00-123-074-1-741, pending approval of agenda item AI-11916.

Thank you and if you have any questions or require additional information, please call me (956)585-4509

Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash • Tyler • Victoria • Waco • Weslaco

06/23/2008

HIDALGO COUNTY PCT 3 0562750 #G11580545
PO BOX 607
MISSION 78573

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,
Gerry S Dreyer
Account Sales Representative

(1) CATERPILLAR INC 816F2 COMPACTION EQ,
MACHINE SPECIFICATIONS
Machine ID: Serial: SMU: 0

Description
816F2 LANDFILL COMPACTOR
GUARDS, AXLE-FRONT AND REAR
SEAT, COMFORT, AIR SUSPENSION
MIRROR, INTERNAL (PANORAMIC)
DIFFERENTIAL, NO-SPIN FRONT
DIFFERENTIAL, NO SPIN, REAR
GUARD, CAB FRONT WINDOWS
PRECLEANER, TURBINE/TRASH
HEATER, ENGINE COOLANT, 120V
CAMERA, REAR VISION
INSTRUCTIONS, ENGLISH
PRODUCT LINK, N.A. (ANSI)
LIGHT, ROTATING BEACON
816F BULLDOZER
STRIKER BARS,W/CLEANER FINGERS
RADIO, AM/FM, CD
WHEELS, 40" + TIP, EXT RIM,H/F

QUOTE GRAND TOTAL BUYBOARD QUOTE USD $ 379,600

HOLTCAT QUOTE REFERNCE NUMBER: 268-07

WARRANTY
Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours
Caterpillar Extended New Machine Coverage - 60 Months/7,500 Hours Premier ESC

F.O.B./TERMS
Delivered

AI-11938 **19.D.6.**

Purchase of (3) Three New Unused Ford Trucks
CC REGULAR

Date: 10/28/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Requesting authority for Hidalgo County to purchase Three (3) vehicles through Philpott Motor Company, Port Neches, Texas, the County's participation/membership with TASB Buyboard for Precinct #3 (quotes attached hereto) in the total purchase price as follows for Project #08-437:

Ford F-550 Cab/Chasis----------$38,882.00
Ford F-350 Cab/Chasis SRW---------- $26,744.00
Ford F-250 Cab/Chasis----------$ 26,804.00

One time Buyboard Administrative Fee $ 400.00
Total Amount Not to Exceed $ 92,830.00

BACKGROUND

As requested by Norma Ceballos Pct #3.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-431-00-123-074-1-741
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

As per attachment acct # 8-1302-431-00-123-074-1-741 will be appropriated pending approval of item #11916.

Attachments

Link: 08-437

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 04:52 PM	APRV
2	Budget & Management		10/24/2008 05:46 PM	NEW
Form Started By: Oscar Garza			Started On: 10/24/2008 03:46 PM	

Final Approval Date: 10/24/2008

COUNTY of HIDALGO

Joe M. Flores
County Commissioner, Pct. No. 3
P.O. Box 607
Mission, Texas 78573
Office: (956) 585-4509
Fax: (956) 585-2375

EDINBURG, TEXAS 78539

MEMORANDUM

TO: Oscar Garza, Procurement Specialist
Hidalgo County Purchasing Dept.

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3

DATE: October 24, 2008

RE: Authorization to Purchase

Oscar, please allow this memorandum as a formal request to prepare agenda item for the next commissioner's court meeting. Please request authorization to purchase one (1) new Landfill Compactor and three (3) new Pickups. Compactor funding is 2006 C.O. accounts number 8-1336-431-00-123-040-0-742. For the vehicles the account number 8-1302-431-00-123-074-1-741, pending approval of agenda item AI-11916.

Thank you and if you have any questions or require additional information, please call me (956)585-4509

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: OSCAR GARZA **Date:** 14-Aug-08

Product Description: FORD F550 CAB/CHASSIS

A. Bid Series: 21 **A. Base Price:** $ 20,289.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	4X2 60"CA V10 GAS MANUAL	STD		AM-FM RADIO	INCL
44B	5-SPEED AUTOMATIC	$ 1,099.00		RUBBER FLOORS	INCL
99R	6.4L POWERSTROKE DIESEL	$ 5,209.00		DUAL REAR WHEELS	INCL
X56186	PAYLOAD FRAME PACKAGE	$ 6,495.00		POWER STEERING	INCL
	84 INCH CAB TO AXLE	INCL		ABS BRAKES	INCL
	19,500 GVWR HD SUSPENSION	INCL		SUPER ENGINE COOLING	INCL
	68M PAYLOAD PACKAGE	INCL		HD ELECTRIC	INCL
	186 INCH WHEELBASE	INCL		HD FIRM SUSPENSION	INCL
	2009 EXTENDED CAB	INCL		DUAL AIRBAGS	INCL
512	SPARE TIRE AND WHEEL	$ 328.00		40 GALLON FUEL TANK	INCL
	JACK INCLUDED	INCL	52B	TOWCOMMAND PACKAGE	$ 216.00
572	A/C	$ 796.00		ELECTRIC BRAKE CONTROLLER	INCL

Total of B. Published Options: $ 14,143.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 12.9 %

Options	Bid Price	Options	Bid Price
CM SK TRUCK BED WITH 4 BOXES	$ 4,450.00		
INSTALLED BY ELLIFF TRAILERS	INCL		
PRICE GOOD FOR 30 DAYS ONLY	NOTE		
		ESTIMATED DELIVERY IN 120-150 DAYS	NOTE

Total of C. Unpublished Options: $ 4,450.00

D. Contract Price Adjustment: _____

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 38,882.00

G. Quantity Ordered 1 **x F =** $ 38,882.00

H. BUYBOARD Administrative Fee **$400.00 PER PURCHASE ORDER** $ 400.00

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 39,282.00

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Medium and HD Trucks

BUYBOARD BID 281-07

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: OSCAR GARZA **Date:** 14-Aug-08

Product Description: FORD F350 CAB/CHASSIS SRW

A. Bid Series: 19 **A. Base Price:** $ 12,731.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F36165	REGULAR CAB 84"CA DRW	$ 5,438.00		AM-FM RADIO	INCL
	FUEL DELIVERY SURCHARGE	INCL		VE VINYL BENCH SEAT	INCL
	5.4L V8 GAS	INCL		RUBBER FLOOR	INCL
	13,000 GVWR	INCL		POWER STEERING	INCL
44T	5-SPEED AUTOMATIC	$ 1,078.00		ABS BRAKES	INCL
512	SPARE TIRE AND WHEEL	$ 328.00		HEATER-DEFROSTER	INCL
572	A/C	$ 796.00		SINGLE REAR WHEELS	INCL
52B	TOWCOMMAND PACKAGE	$ 216.00		10,000 GVWR 5.4L V8 GAS	INCL
	ELECTRIC BRAKE CONTROLLER	INCL		MANUAL TRANSMISSION	INCL
TM	CM TM TRUCK BED WITH	$ 6,157.00			
	TAILGATE AND WORK LIGHTS	INCL		ESTIMATED DELIVERY IN	NOTE
	INSTALLED BY ELLIFF	INCL		120-150 DAYS	NOTE
	PRICE GOOD FOR 30 DAYS ONLY	NOTE		2009 MODEL	NOTE

Total of B. Published Options: $ 14,013.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment:

E. Delivery Charges: _____ miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 26,744.00

G. Quantity Ordered 1 **x F =** $ 26,744.00

H. BUYBOARD Administrative Fee **$400.00 PER PURCHASE ORDER** $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 27,144.00

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: OSCAR GARZA **Date:** 18-Jul-08

Product Description: FORD F250 PICKUP

A. Bid Series: 17 **A. Base Price:** $ 12,113.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	XL SERIES VINYL SEAT	INCL	W21S	4X4 CREW CAB SHORT BED	$ 6,862.00
	5.4L V8 GAS	INCL		RECEIVER HITCH TUBE	INCL
	MANUAL TRANSMISSION	INCL	213	ELECTRIC 4X4 SHIFT ON THE FLY	$ 173.00
	SINGLE REAR WHEEL	INCL	603A	XLT UPGRADE 2009 MODEL	$ 4,747.00
	SPARE TIRE AND WHEEL	INCL		TILT/CRUISE	INCL
	HEATER/DEFROSTER	INCL		AM-FM CD	INCL
	AM-FM RADIO	INCL		CHROME BUMPERS	INCL
572	A/C	$ 796.00		POWER WINDOWS-LOCKS	INCL
44B	5-SPEED AUTOMATIC	$ 1,188.00		PLEASE CHOOSE EITHER CLOTH	INCL
8DS	FACTORY DESTINATION FUEL	$ 925.00		CAPTAIN CHAIRS OR 40-20-40	INCL
	SURCHARGE AS OF 10-08-07	INCL		SPLIT BENCH SEAT	INCL

Total of B. Published Options: $ 14,691.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
ESTIMATED DELIVERY IN 90 DAYS	NOTE		

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment:

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 26,804.00

G. Quantity Ordered 1 **x F =** $ 26,804.00

H. BUYBOARD Administrative Fee **$400.00 PER PURCHASE ORDER** $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 27,204.00

AI-11881 **19.E.1.**

Purchase of (6) Six New 2009 Diesel Trucks
CC REGULAR

Date: 10/28/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Requesting discussion, consideration and approval to purchase (6) Six New 2009 Chevrolet Diesel Trucks through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet in the amount of $203,719.00 which included administration and delivery fees for Precinct #4's Drainage Improvements Project #2008-434-DIP-4-001-10-28.

BACKGROUND

Qty	Description	Price
1	2009 CHEVROLET HD 2500 LWB CREWCAB CK20943	$35,320.00
2	2009 CHEVROLET HD 2500 4X4 REG CAB FLEETSIDE CK20903	$60,950.00
2	2009 CHEVROLET 3500 SILVERADO CREWCAB CK30943	$71,678.00
1	2009 CHEVROLET HD2500 SWB CREWCAB CK 20743	$35,171.00
	H-GAC FEE'S	$ 600.00
	TOTAL AMOUNT	$203,719.00

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-431-00-124-038-0-741
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of AI#11916, amount to be transferred to Pct#4 $200,000.00. Remaining funds ($3,719.00) to be identified.

Attachments

Link: DIP4-08-001

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 05:32 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:49 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/24/2008 03:05 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Oscar Garza

Started On: 10/22/2008 03:29 PM

Final Approval Date: 10/24/2008

PRECINCT #4
DRAINAGE IMPROVEMENTS

DATE: October 22, 2008
RE: Purchase of Pickups (HGAC)

DESCRIPTION	QUANTITY	PRICE
2009 CHEVROLET HD 2500 LWB CREWCAB CK20943	1	$35,320.00
2009 CHEVROLET HD 2500 4X4 REG CAB FLEETSIDE CK20903	2	$60,950.00
2009 CHEVROLET 3500 SILVERADO CREWCAB CK30943	2	$71,678.00
2009 CHEVROLET HD2500 SWB CREWCAB CK 20743	1	$35,171.00
H-GAC FEE'S		$600.00
TOTAL AMOUNT		**$ 203,719.00**

APPROVE: _____ DISAPPROVE: _____

BY: _____
Commissioner Pct. #4

BY: _____
Jorge Guerra, Director

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	10/15/2008

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 PCT4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	OSCAR.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A31	Description:	2009 CHEVROLET HD2500 LWB CREWCAB CK20943

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,485.00

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
ALLISON AUTOMATIC HD MW7	1836		
AIR CONDITION C67	INCL		
ON/OFF TIRES LT245/75R16E	55		
6.6L DIESEL HD POWER PACKAGE PDN	5920		
LOCKING DIFFERENTIAL G80	236		
HD TOW PACKAGE Z82	188		
FOUR WHEEL DRIVE 4X4	2807	Subtotal From Additional Sheet(s):	
		Subtotal B:	11042

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
FLOOR MATS (2)	40	FACTORY RUST PROTECTINO 6YR/100,000	INCL
ALL OTHER EQPT ON SPEC	INCL	SKID PLATE NZZ	120
HD GRILLE GUARD	440	Subtotal From Additional Sheet(s):	
		Subtotal C:	600

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:** 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL	SAVER PACKAGE	-500
		Subtotal D:	193

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 35320

Quantity Ordered: 1 X **Subtotal of A + B + C + D:** 35320 = **Subtotal E:** 35320

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost

Subtotal G: 0

Delivery Date: 45 DAYS APPRX **H. Total Purchase Price (E+F+G):** 35920

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	10/15/2008

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 PCT4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	OSCAR.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A29	Description:	2009 CHEVROLET HD2500 4X4 REG CAB FLEETSIDE CK20903

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 21,447.00

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
ALLISON AUTOMATIC HD MW7	1836		
AIR CONDITION C67	INCL		
ON/OFF TIRES LT245/75R16E	55		
6.6L DIESEL HD POWER PACKAGE PDN	5920		
LOCKING DIFFERENTIAL G80	236		
HD TOW PACKAGE Z82	188		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	8235

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
FLOOR MATS (2)	40	FACTORY RUST PROTECTINO 6YR/100,000	INCL
ALL OTHER EQPT ON SPEC	INCL	SKID PLATE NZZ	120
HD GRILLE GUARD	440	Subtotal From Additional Sheet(s):	
		Subtotal C:	600

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:** 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL	SAVER PACKAGE	-500
		Subtotal D:	193

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 30475

Quantity Ordered: 2 X **Subtotal of A + B + C + D:** 30475 = **Subtotal E:** 60950

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost

Subtotal G: 0

Delivery Date: 45 DAYS APPRX **H. Total Purchase Price (E+F+G):** 61550

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	10/15/2008

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 PCT4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	OSCAR.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A32	Description:	2009 CHEVROLET 3500 SILVERADO CREWCAB CK30943

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 24,879.00

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
ALLISON AUTOMATIC HD MW7	1836		
AIR CONDITION C67	INCL		
ON/OFF TIRES LT245/75R16E	55		
6.6L DIESEL HD POWER PACKAGE PDN	5920		
LOCKING DIFFERENTIAL G80	236		
HD TOW PACKAGE Z82	188		
FOUR WHEEL DRIVE 4X4	2807	Subtotal From Additional Sheet(s):	
		Subtotal B:	11042

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
FLOOR MATS (2)	40	SINGLE WHEEL 9900#GVWR	-875
ALL OTHER EQPT ON SPEC	INCL	SKID PLATE NZZ	120
HD GRILLE GUARD	440	Subtotal From Additional Sheet(s):	
		Subtotal C:	-275

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:**	-1%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL	SAVER PACKAGE	-500
		Subtotal D:	193

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 35839

Quantity Ordered:	2	X Subtotal of A + B + C + D:	35839	=	Subtotal E:	71678

F. H-GAC Fee Calculation (From Current Fee Tables) — **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost

Subtotal G: 0

Delivery Date:	45 DAYS APPRX	**H. Total Purchase Price (E+F+G):**	72278

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	10/22/2008

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 PCT4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	OSCAR.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A30	Description:	2009 CHEVROLET HD2500 SWB CREWCAB CK20743

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,336.00

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
ALLISON AUTOMATIC HD MW7	1836		
AIR CONDITION C67	INCL		
ON/OFF TIRES LT245/75R16E	55		
6.6L DIESEL HD POWER PACKAGE PDN	5920		
LOCKING DIFFERENTIAL G80	236		
HD TOW PACKAGE Z82	188		
FOUR WHEEL DRIVE 4X4	2807	Subtotal From Additional Sheet(s):	
		Subtotal B:	11042

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
FLOOR MATS (2)	40	FACTORY RUST PROTECTINO 6YR/100,000	INCL
ALL OTHER EQPT ON SPEC	INCL	SKID PLATE NZZ	120
HD GRILLE GUARD	440	Subtotal From Additional Sheet(s):	
		Subtotal C:	600

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:** 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL	SAVER PACKAGE	-500
		Subtotal D:	193

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 35171

Quantity Ordered: 1 X **Subtotal of A + B + C + D:** 35171 = **Subtotal E:** 35171

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost

Subtotal G: 0

Delivery Date: 45 DAYS APPRX **H. Total Purchase Price (E+F+G):** 35771

AI-11940 **19.F.1.**

Lease Of Space With City Of Pharr
CC REGULAR

Date: 10/28/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Elections

Information

CAPTION

Presentation for discussion, consideration and approval to enter into an "Interlocal Agreement" with City Of Pharr and The Pharr Economic Development Corporation for the lease of approximately 9500 sq. feet (at a rate of $1.10/square foot) of space to store the elections voting sytem, related equipment and use as training center for the Hidalgo County Elections Department with new agreeement changing only one article (2.04-Right of Terminiation) to read: Either party will have option to terminate upon sixty-day (60) written notice instead of Lessee's option to termination upon sixty-day (60) wriiten notice to Lessor and all other rates, terms and coniditions remaining the same.

BACKGROUND

The term of this Interlocal will be for a term of one (1) year effective upon approval by Commissioners Court with the option to renew/extendthe term of this lease for one (1) consecutive one year term upon written notice to City Of Pharr at least sixty (60) days prior to the expiration of the Lease term with the only change of the lease agreement being that either party can terminate the lease within sixty (60) days written notice.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-414-00-130-001-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/24/2008 05:10 PM	APRV
2	Budget & Management		10/24/2008 05:46 PM	NEW

Form Started By: Vangie Garcia Started On: 10/24/2008 04:46 PM

Final Approval Date: 10/24/2008

3. **A. Presentation for consideration, discussion acceptance and approval of the CORRECTED Work Authoriztion No. 16 in the amount of $ 2,000.00 with T.E.D.S.I. Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 4 in connection with Contract No. C-03-270-09-02 for "Traffic Engineering Studies"**

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

B. Presentation for consideration, discussion acceptance and approval of the CORRECTED Work Authoriztion No. 17 in the amount of $ 8,500.00 with T.E.D.S.L Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 4 in connection with Contract No. C-03-270-09-02 for "Traffic Engineering Studies"

C. Presentation for consideration, discussion acceptance and approval of the CORRECTED Work Authoriztion No. 18 in the amount of $ 5,000.00 with TE.D.S.I. Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 4 in connection with Contract No. C-03-270-09-02 for "Traffic Engineering Studies"

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items B & C.

F. **Buildings & Grounds**

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

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

2. **Requesting authority to advertise for: "Contractor for General Construction Services" (6-347)**

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

G. **Elections Department**

1. **Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year(as provided in contract) with the City of Pharr for the lease of office space to store the elections voting system and related equipment and the education and training center for the Hidalgo County Elections Department.**

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

2. **A. Presentation of scoring & grading grid for the purposes of ranking and award by CC of companies submitting proposals in response for "Job Order Contracting Services" (RFP #07-230):**

I st._____
2nd._____
3rd._____

NO ACTION taken on this item.

B. Requesting approval of for purchasing to negotiate a final job order contract with the number one ranked company _____**for "Job Order Contracting Services".**

NO ACTION taken on this item.

I. **Border Colonia Excess Program.**

1. **Presentation for discussion, consideration, acceptance, and approval of Request for Payment Application No. 2 in the amount of $41 ,578.81,from IOC Company LLC, contracted vendor for Country Living Estates and certified for payment by project engineer, R. Gutierrez Engineering Corporation. CCap-07-009-03-13 (P.O. #585172).**

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

J. **Elections Department**

1. **Requesting approval of a "Modification of an Interlocal Agreement"(C-06-453-10-18) with the City of Pharr to reflect the increase of office space by an additional 3291 sq.ft.**

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

K. **Tax Office**

1. **Requesting authority to cancel initial advertisement and authority to readvertise for: "Envelopes Including Printing of Tax Roll Statements for the Year 2007 to the Edinburg Post Office" due to properly identify awarded contractor for "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2007 to the Edinburg Post Office".**

NO ACTION taken on this item.

AI-4406 **12**
Modification
CC REGULAR

Date: 07/03/2007
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Elections

Information

CAPTION

Requesting approval of a "Modification of an Interlocal Agreement"(C-06-453-10-18) wi the City of Pharr to reflect the increase of office space by an additional 3,291 sq.ft.

BACKGROUND

Current contract	6,197 sq. ft. x $1.10 = $6,816.70
Requested space	3,291 sq.ft. x $1.10 = $3,620.10
Total	9,488 sq.ft. x $1,10 = $10,436.80

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-414-00-130-001-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$28,649.70 available balance as of 06/28/07.

Attachments

Link: Modification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	06/27/2007 09:30 AM	APRV
2	Budget & Management	Dina Trevino	06/28/2007 02:33 PM	APRV
3	Erika Reyna	Erika Reyna	06/28/2007 03:42 PM	APRV
4	Sergio Cruz	Sergio Cruz	06/29/2007 08:18 AM	APRV
5	Auditor's Office		06/29/2007 04:33 PM	NEW

Form Started By: Mary Maldonado Started On: 06/27/2007 09:12 AM
Final Approval Date: 06/29/2007

PEDC
PHARR ECONOMIC DEVELOPMENT CORPORATION

May 7, 2007

Hidalgo County Elections Department
101 S 10th Ave
Edinburg, Tx 78539

The requested space (see diagram) totals to 3291 square feet. The rental price proposed is $1.10 (same as current contract).

Room #	Square Footage	Price	Total
149	228	$1.10	250.80
151	701	$1.10	771.10
153	696	$1.10	765.10
176	658	$1.10	723.80
178	140	$1.10	154.00
180	658	$1.10	723.80
Storeroom 1	100	$1.10	110.00
Storeroom 2	110	$1.10	121.00
	3291		3620.10

Should you have any questions please do not hesitate to contact us.

Thank You

Raul Garza
Executive Director

KEY:

STATE OF TEXAS

COUNTY OF HIDALGO

SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR, TEXAS AND HIDLAGO COUNTY, TEXAS

This SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE **CITY OF PHARR** AND THE **COUNTY OF HIDALGO** (Second Amendment), effective Oct. 10, 2007, is made between the PHARR ECONOMIC DEVELOPMENT CORPORATION and HIDLAGO COUNTY, TEXAS, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about October 2005, the City of Pharr (the "City") entered into an Interlocal Cooperation Agreement ("Interlocal Agreement") with Hidalgo County (the "County") regarding the lease of certain real property through a sublease with the Pharr Economic Development Council;

WHEREAS, on or about November 8, 2005, County and the City agreed to amend the Interlocal Cooperation to clarify terms and conditions of the Agreement;

WHEREAS, on October 10, 2006, the County Commissioners Court agreed to exercise its option to renew the Interlocal Cooperation Agreement for an additional one (1) year term;

WHEREAS, the County now desires to lease 3,291 square feet of additional office space from the City through a sublease with the Pharr Economic Development Council at the same location of the original agreement, being 1100 E. Business Hwy 83, Pharr, Texas 78577 (El Chaparral Lot 1), at the same rate of $1.10 described in the Amended and Restated Interlocal Cooperation Agreement.

WHEREAS, the County further desires to further extend this Agreement for an additional one (1) year term under the same terms and conditions as amended herein.

NOW THEREFORE, for and in consideration of the tasks to be performed by the County on the City's behalf and other good and variable consideration the receipt and sufficiency of which are hereby acknowledged, and the mutually agreed amendments to the Interlocal Agreement, City and County hereby agree to the following amendment to the Interlocal Agreement:

Paragraph Numbered 3.01 of the Amended and Restated Interlocal Cooperation Agreement dated November 8, 2005 is deleted in its entirety and the following is inserted in lieu thereof:

3.01. County agrees to pay Pharr the sum of One Dollar and Ten Cents ($1.10) per square foot for a sum of Ten Thousand Four Hundred and Thirty Six Dollars and 80/100ths ($10,436.80) each month during the remaining lease term. This rental amount is based on additional lease space of 3,291 square feet added to the original lease space for the remainder of the lease term. Payment for the additional square footage shall be paid monthly upon execution of this Second Amendment to the Interlocal Cooperation Agreement (the "Execution Date"). In the event the Execution Date is a day other than the first day of the month, the rent period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Execution Date of this Second Amendment to the Interlocal Cooperation Agreement.

The parties agree to further extend the Interlocal Cooperation Agreement for an additional one (1) year term from October 10, 2007 through October 10, 2008, under the same terms and conditions of the Agreement, as amended herein.

This Second Amendment to the Interlocal Cooperation Agreement between the City of Pharr and Hidalgo County is contingent on and shall only go into effect if the City of Pharr has a valid lease with Pharr Economic Development Corporation (the "PEDC") in which the City is authorized to sublease its interest in such lease.

Except as modified herein, all terms and conditions of the Interlocal Cooperation Agreement as amended remain in full force and effect and the parties ratify and confirm the terms and provisions of the Interlocal Cooperation Agreement, as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF PHARR

By: _____
Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

By: _____
J. D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners Court on_____

ARRROVED AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PHARR
AND THE PHARR ECONOMIC DEVELOPMENT COUNSEL
THE COUNTY OF HIDALGO

This Agreement is made this 20th day of September, 2005, by and between the CITY OF PHARR, TEXAS ("City") and THE COUNTY OF HIDALGO ("County").

WHEREAS, City has entered into an agreement with The Pharr Economic Development Counsel to lease certain real property, hereinafter classified the lease (the "Lease"), a copy of which is attached hereto Exhibit "A" and incorporated herein by reference for all purposes; and

WHEREAS, City and County have agreed that it will be mutually beneficial to City and County to lease such real property on the terms and conditions herein contained.

WHEREAS, City and County desire to execute this Agreement in order to document the arrangements relating to the construction and the sublease;

NOW THEREFORE, in consideration of the foregoing and the following, City and County hereby agree as follows:

LEASE

1.01. **LEASE FROM PHARR ECONOMIC DEVELOPMENT COUNSEL.** City represents and warrants that the document attached hereto as Exhibit "A" is a true and correct copy of the Lease previously entered into between City and Pharr Economic Development Counsel, and that, pursuant to the terms of the Lease, City is authorized to enter into this Agreement with County. For and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by County, Pharr does hereby sublease and demise to County and County does hereby rent and accept from City, that certain tract of land located in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Leased Premises").

TERM

2.01. **LEASE TERM.** This Lease shall be for a term of one (1) year (hereinafter referred to as the "Primary Term"), commencing on October 26, 2005, and ending on October 25, 2006 (the "Termination Date"), subject however, to earlier termination as provided in this Lease, or unless renewed and extended in accordance with Paragraph 2.02.

RENEWAL OR TERMINATION

2.02. County shall have the right and option to renew and extend the term of this Lease for one (1) consecutive one year term upon written notice to Pharr at least sixty (60) days prior to the expiration of the Lease Term. The terms and conditions during the option term shall be on the same terms and conditions contained herein.

HOLDING OVER

2.03. If Lessee shall hold over after the expiration of the Lease Term, or any renewal or extension, such tenancy shall be from month to month on all terms, covenants, and conditions of this Lease.

RIGHT OF TERMINATION

2.04. This Lease may be terminated by Lessee upon sixty (60) days written notice to Lessor. Notice of termination shall be delivered to the parties pursuant to Article 25.01 herein.

RENT

3.01. County agrees to pay Pharr the sum of One Dollar ($1.00) per year during the Primary term of the Lease. Annual rental shall be paid in advance on the first day of the term during the term of this Lease.

TAXES

4.01. Pharr shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Lease may be levied on or assessed against the Leased Premises and all improvements and other property thereon, whether belonging to Pharr or to County. Pharr shall pay all such taxes, charges, and assessments, if any, to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Pharr agrees to indemnify and save County harmless from all such taxes, charges, and assessments.

UTILITIES

5.01. Pharr shall pay or cause to be paid all charges for heat, gas, electricity and trash removal and Pharr shall pay or cause to paid all charges for water and sewer.

RENOVATION OF LEASED PREMISES IMPROVEMENTS BY COUNTY

6.01. Any and all plans for any improvements of the Leased Premises shall be submitted to Pharr for approval.

PHARR'S OWNERSHIP OF IMPROVEMENTS AND FIXTURES

6.02. It is expressly understood and agreed that, during the term of this Lease any and all buildings, improvements, fixtures, of whatsoever nature at any time constructed, placed, or maintained on any part of the Leased Premises if not removed by County on or before the date of termination of the Lease shall be the property of Pharr.

PERMITTED USE

7.01. County may use the Subleased Premises for any and all lawful purposes.

MAINTENANCE

8.01. To the extent that Pharr is required under the Lease to maintain and repair any portion of the Subleased Premises, County agrees to perform the same maintenance and repairs on the Subleased Premises as would be required by Pharr as lessee of the Subleased Premises under the Lease.

UTILITIES

9.01. County shall not be responsible for any utility charges used in and about the Subleased Premises during the term of this Agreement.

ALTERATIONS

10.01. County shall not make any alterations, additions, or improvements to the Subleased Premises without the prior written consent of Pharr, and, if applicable under the terms of the Lease, with The Pharr Economic Development Counsel .

EQUIPMENT AND FIXTURES

11.01. County has, at all times, the right to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on or about the Subleased Premisses, provided that County complies with all applicable governmental laws, ordinances and regulations regarding such fixtures. County has the right to remove all such trade fixtures at the termination of this Agreement, provided that the fixtures can be removed without structural damage to the Subleased Premises or to the building. County shall repair any damage to the Subleased Premises caused by the removal of trade fixtures, and all such repairs must be completed prior to the termination of this Agreement. Any trade fixtures that have not been removed by County at the termination of this Agreement shall be deemed abandoned by County and shall automatically become the property of Pharr.

SIGN

12.01. Subject to the written approval of City, and to the extent necessary under the terms of the Lease, The Pharr Economic Development Counsel , and further subject to applicable laws, ordinances and regulations, County shall have the right to install a sign on the Subleased Premises. County must remove all signs at the termination of this Agreement and repair any damage resulting from the erection or removal of the signs.

INSURANCE

13.01. Pharr, or to the extent required under the Lease, The Pharr Economic Development Counsel, shall, at its own expense, keep all buildings and improvements on or relating to the Subleased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The policies shall provide that any proceeds for loss or damage to the buildings or to improvements shall be payable solely to Pharr or to The Pharr Economic Development Counsel, as appropriate, which sum the recipient shall use for repair and restoration purposes as provided herein. County shall maintain all insurance on County's personal property located within the Subleased Premises and County covenants and agrees that Pharr and The Pharr Economic Development Counsel shall have no responsibility for damage or destruction of County's personal property located within the Subleased Premises.

LIABILITY INSURANCE

14.01. Pharr and/or The Pharr Economic Development Counsel shall, at its own expense, provide and maintain in force during the term of this Agreement liability insurance in the amounts deemed adequate by Pharr and/or The Pharr Economic Development Counsel.

NOTICE OF DAMAGE

15.01. If the Subleased Premises, or any structures or improvements on the Subleased Premises, should be damaged or destroyed by fire, tornado, or other casualty, County shall give immediate written notice of the damage or destruction to Pharr, including a description of the damage and, as far as known to County, the cause of the damage.

DAMAGE OR DESTRUCTION

16.01. If the building on the Subleased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Agreement, at the option of the County, shall terminate, effective as of the date of said occurrence.

PARTIAL DAMAGE

17.01 If the Subleased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Agreement shall not terminate, but Pharr shall, if the casualty has occurred prior to the final twelve (12) months of the Agreement term, at Pharr's sole cost and risk proceed forthwith to rebuild or repair or cause to be rebuilt or repaired the Subleased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the Agreement term, Pharr shall not be required to rebuild or repair such damage. In the event that Pharr should fail to complete such rebuilding or repairs within thirty (30) working days from the date of the occurrence of the damage, County may at its option terminate this Agreement by written notification at such time to Pharr, whereon all rights and obligations hereunder shall cease.

TOTAL CONDEMNATION

18.01. If during the term of this Agreement all of the Subleased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Agreement shall terminate, effective as of the date of the taking of the premises by the condemning authority.

PARTIAL CONDEMNATION

19.01. If less than all, but more than ten percent (10%) of the Subleased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, County may terminate the Agreement by giving written notice to Pharr within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Subleased Premises are partially condemned and County fails to exercise the option to terminate the Agreement under this section, or if less than ten percent (10%) of the Subleased Premises are condemned, this Agreement shall not terminate, but County may, at its sole expense, restore and reconstruct the building and other improvements situated on the Subleased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased.

CONDEMNATION AWARD

20.01. City and County shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any

condemnation proceedings. The termination of this Agreement shall not affect the rights of the respective parties to such awards.

DEFAULT BY COUNTY

21.01. If County shall remain in default under any condition of this Agreement for a period of thirty (30) days after written notice from Pharr, Pharr may at its option, without notice to County, terminate this Agreement or, in the alternative, Pharr may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Agreement term, to a party satisfactory to Pharr and at such monthly rental as Pharr may with reasonable diligence be able to secure.

DEFAULT BY PHARR OR THE PHARR ECONOMIC DEVELOPMENT COUNSEL

22.01. If Pharr defaults in the performance of any terms, covenants, as condition required to be performed by it under this Agreement, County may elect to do either one of the following:

(a) After not less than thirty (30) days' notice to Pharr, County may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel. All reasonable sums expended, or obligations incurred, by County in connection with remedying Pharr's default shall be paid by Pharr to County on demand and, on failure of such reimbursement, County may, in addition to any other right or remedy that County may have, deduct these costs and expenses from rent subsequently becoming due under this Agreement.

(b) County may terminate this Agreement by giving at least thirty (30) days notice to Pharr such intention. In the event County elects this option, the Agreement will be terminated on the date designated in County's notice, unless Pharr has cured the default to the reasonable satisfaction of the County prior to expiration of the thirty day period.

CUMULATIVE REMEDIES

23.01.All rights and remedies of City and County under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

WAIVER OF BREACH

24.01.A waiver by either Pharr or County of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the

Agreement.

NOTICE

25.01. 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 addressed to the parties at the addressed set froth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith:

If to Pharr: City of Pharr
Attention: Fred Sandoval, City Manager
P.O. Box 1729
Pharr, Texas 78577

If to County: Hidalgo County, Texas
Attn: Ramon Garcia, County Judge
100 East Cano 2nd Floor
Edinburg, Texas 78539

With copy to: Hector "Tito" Palacios, Commissioner, Precinct No. 2
301 E. State Street
Pharr, Texas 78577

COMMITMENT OF CURRENT REVENUES ONLY

26.01. 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. § 271.903.

IN WITNESS WHEREOF, Pharr and County approve the execution of this Agreement by a motion duly made, seconded, and adopted by the appropriate governing bodies thereof.

WAIVER OF BREACH

and whenever, and as often, as occasion for their exercise arises.

By: _____
Printed Name: _____
Its: RAMON GARCIA
Hidalgo County Judge

By: _____
Printed Name: Fred Sandoval
Its: City Manager

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
STEPHEN L. CRAIN

Approved by Commissioners' Court
on 10-18-05

ATTEST:

Eddy Treviño (by)

Eddy Trevino, County Clerk

LEASE AGREEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

THIS LEASE, made and entered into this 26th day of October, 2005, by and between the and Pharr Economic Development Corporation of Texas hereinafter called "LESSOR" and City of Pharr, Texas hereinafter called "LESSEE."

WITNESSETH

In consideration of this writing and the terms and provisions herein contained, the parties hereto agree among themselves as follows:

1. LESSOR does hereby lease unto LESSEE and LESSEE does hereby take from LESSOR the premises located at and described as follows:

1100 E. Bus. Hwy. 83
Pharr, Texas 78577
Legal Description: El Chaparral Lot 1

2. Should the LESSEE at anytime fail to pay said rent within ten (10) days after the time herein stipulated, or if default be made in any other provision, the Lessor may, at its option and upon thirty (30) days written notice to LESSEE , terminate this Lease Agreement.

3. LESSOR may enter premises at any reasonable hour for the purpose of examining the same or making such repairs or alterations as LESSOR may see fit.

I.

LEASE AND TERMS

1.01.The term of this Lease shall be for 1 year, beginning on the 26th day of October, hereinafter called the "Initial Term", during which time the rental fee shall be $1.00 for the year payable upon the signing of this agreement. Should the LESSEE at anytime fail to pay said rent within ten (10) days after the time herein stipulated, or if default be made in any other provision, the LESSOR may, at its option and upon thirty (30) days written notice to terminate this Lease Agreement. Further, the LESSOR has the option to terminate this lease at any time by providing the LESSEE ten (10) days notice. LESSEE has option to renew for one year by providing the LESSOR notice within sixty (60) days prior to the expiration of this lease contract.

EXHIBIT
A

If the property that is the subject of this lease is sublet by the LESSEE to a subLESSEE, any and all rental fees collected by the LESSEE from the subLESSEE will be immediately transferred to the LESSOR (PHARR ECONOMIC DEVELOPMENT CORPORATION) upon collection by the LESSEE from the subBLESSEE.

1.02 Any and all notice required shall be sent Certified Mail to the LESSOR or the LESSEE, as shown below:

AS TO LESSOR:

Name P.E.D.C.
Street Number
& Name: 1215 S. CAGE BLVD.
City & State: PHARR, TEXAS 78577

AS TO LESSEE:

Name CITY OF PHARR, CITY MANAGER
Street Number
& Name: P.O. Box B
City & State: PHARR, TEXAS 78577

1.03 The cost or all water, gas, electricity and other utilities used on the premises during the term of the lease shall be paid for by LESSOR.

1.04 LESSEE shall not use said premises for any purpose other than as a government related purpose, and LESSEE agrees to comply with the laws, statutes and ordinances of the City and State where located.

1.05 **Holding Over.** Subject to the lease renewal option set forth herein, LESSEE shall vacate the Property upon the expiration or earlier termination of this Lease. LESSEE shall reimburse LESSOR for and indemnify LESSOR against all damages incurred by it from any delay by LESSEE in vacating the Property. If LESSEE does not vacate the Property upon the expiration or earlier termination of the Lease, LESSEE's occupancy of the Property shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy.

1.06 **Early Termination.** LESSOR reserves the right to terminate this lease agreement or any extensions of same after providing 30 (thirty) days notice to cancel same.

1.07 **Re-letting Charge.** LESSEE will be liable to LESSOR for a re-letting charge of 85% percent of the highest monthly rent during the Lease Contract a month, if the LESSEE:

A. moves out without LESSOR's written approval and without paying rent in full for the entire Lease Contract term or renewal period; or

B. moves out at LESSOR's demand because of LESSEE's default; or

C. judicially evicted.

The re-letting charge is not a cancellation fee and does not release you from your obligations under the Lease Contract.

2.01 **Acceptance of Premises.** LESSEE acknowledges that it has fully inspected the Property and accepts the Property in its condition as of the execution of this Lease as suitable for the purposes for which it is leased. LESSEE acknowledges that, except as stated in the following sentence or as otherwise set forth in this Lease, neither LESSOR nor any agent of LESSOR has made any representation as to the condition of the Property or the suitability of the Property for LESSEE's intended use. LESSOR represents that on the commencement Date, the plumbing, electrical system and exterior doors, and any fire protection sprinkler system, heating system, air conditioning equipment, elevators, roof repairs and repairs existing on the date of this Lease, are or will be in good operating condition.

2.02 **Condition upon Termination.** Upon the termination of this Lease, LESSEE shall surrender the Property to LESSOR, in the same condition as received except for ordinary wear and tear and any and all structure, equipment, fixtures and other items the LESSOR may determine were purposely destroyed by LESSEE , except, for alterations or improvements made to the Property pursuant to this Lease. However, LESSEE shall not be obligated to repair any damage which LESSOR is required to repair under "Damage or Destruction" section of this contract. All such alterations, additions, fixtures and improvements which LESSOR has not required LESSEE to remove shall become LESSOR's property and shall be surrendered to LESSOR upon the termination of the Lease. In no event, however, shall LESSEE remove any of the following materials or equipment without LESSOR's prior written consent: any power wiring or power panel; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

2.03 Alterations or repairs desired by LESSEE to interior of said premises are to be made at LESSEE's expense and with permission of the LESSOR. LESSEE shall return premises to LESSOR at expiration or termination of term or extension thereof in like condition reasonable wear and tear expressly excepted. LESSOR's agrees to maintain the exterior of premises, including the roof, gutters, outer walls, and downspouts. It is agreed that any signs, trade fixtures, office furniture, fixtures and equipment, may be removed by Lessee at the expiration, termination, or any renewal of this Lease Agreement. However, if damage will occur in removing said sign, trade fixtures, office furniture, fixtures and equipment, the Lessee will be responsible for the cost of repairing damage caused to the Lessor's property at the time the Lessee removed said item. Further, if the removal of the item will cause sever damage to the Lessor's property, the item will not be removed. The Lessor will be solely responsible for determining whether the removal of an item will cause sever damage to its property.

III.

DAMAGE OR DESTRUCTION

Notice. If the building or other improvements situated on the Property should be damaged or destroyed by fire, tornado or other casualty, LESSEE agrees to notify LESSOR by written notice of such damage within ten (10) of the damage occurring.

Partial Damage. If the building or other improvements situated on the "leased premises" at the center of this contract should be damaged by fire, tornado or other casualty but not to such an extent that rebuilding or repairs cannot reasonably be completed within 120 days from the date, LESSOR receives written notification by LESSEE of the happening of the damage, this Lease shall not terminate, but LESSOR shall, at its sole cost and risk, proceed forthwith and use reasonable diligence to rebuild or repair such building and other improvements on the Property (other than leasehold improvements made by LESSEE or any assignee, sub LESSEE or other occupant of the Property) to substantially the condition in which they existed prior to such damage; provided, however, if the casualty occurs during the final 18 months of the Lease Term (or any renewal thereof), LESSOR shall not be required to rebuild or repair such damage unless LESSEE shall exercise its renewal option (if any is contained herein) within fifteen (15) days after the date of receipt by LESSOR of the notification of the occurrence of the damage. If LESSEE does not elect to exercise its renewal option or if there is no renewal option contained herein or previously unexercised at such time, this Lease shall terminate at the option of LESSOR and rent shall be abated for the unexpired portion of this Lease, effective from the date of actual receipt by LESSOR of the written notification of the damage. If the building and other improvements are to be rebuilt or repaired and are unforeseeable in whole or in part following such damage, the rent payable hereunder during the period in which they are unforeseeable shall be adjusted equitably.

Substantial or Total Destruction. If the building or other improvements situated on the Property should be substantially or totally destroyed by fire, tornado or other casualty, or so damaged that rebuilding or repairs cannot reasonably be completed within 120 days from the date LESSOR receives written notification by LESSEE of the happening of the damage, this Lease shall terminate at the option of LESSOR and rent shall be abated for the unexpired portion of this Lease, effective from the date of receipt by LESSOR of such written notification. If this Lease is not terminated, the building and the improvements shall be rebuilt or repaired and rent abated to the extent provided under Section 7.02.

IV.

CONDEMNATION

If during the term of this Lease, or any extension or renewal thereof, all or a substantial part of the Property should be taken for any public or quasi-public use under any governmental law,

ordinance or regulation or by right or eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective from the date of taking of the Property by the condemning authority. If less than a substantial part of the demised premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or is sold to the condemning authority tinder threat of condemnation, LESSOR, at its option, may by written notice terminate this Lease or shall forthwith at its sole expense restore and reconstruct the buildings and improvements (other than leasehold improvements made by LESSEE or any assignee, subLESSEE or other occupant of the Property) situated on the Property in order to make the same reasonably foreseeable and suitable for the use for which the Property is leased. The rent payable hereunder during the unexpired portion of this Lease shall be adjusted equitably. LESSOR and LESSEE shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

V.

DEFAULT AND REMEDIES

Default. The following events shall be deemed to be events of default under this Lease:

(a) Failure of LESSEE , its employees, subLESSEE's, licensees or LESSEE s or any other person entering the property under the express or implied invitation of LESSEE , to pay any installment of the rent or other sum payable to LESSOR hereunder on the date that same is due and such failure shall continue for a period of five (5) days from such due date;

(b) Failure of LESSEE to comply with any term, condition or covenant of this Lease, other than the payment of rent or other sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof to LESSEE;

(c) LESSEE or any guarantor of LESSEE 's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors;

(d) LESSEE or any guarantor of LESSEE's obligations hereunder shall commence any case, proceeding or other action seeking reorganization arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;

(e) Any case, proceeding or other action against LESSEE or any guarantor of LESSEE's obligations hereunder shall be commenced seeking to have an order for relief entered

against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and LESSEE (i) fails to obtain a dismissal of such case, proceeding, or other action within sixty (60) days of its commencement or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter or (iii) is the subject of an Order of Relief which is not fully stayed within seven business days after the entry thereof; or

(f) Abandonment by LESSEE of any substantial portion of the Property or cessation of the use of the Property for the purpose leased; and/or

(g) LESSEE allows a mechanic's lien to be placed on the property that is the subject of this contract;

(h) The LESSEE does not complete improvements listed within 12.14 within six months of the LESSEE signing this lease.

Remedies. Upon the occurrence of any of the events of default listed in Section 10.01, LESSOR shall, as its sole exclusive remedies, have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(i) Terminate this Lease, in which event LESSEE shall immediately surrender the Property to LESSOR. If LESSEE fails to so surrender such premises, LESSOR may, without prejudice to any other remedy which it may have for possession of the Property or arrearage in rent, enter upon and take possession of the Property and expel or remove LESSEE and any other person who may be occupying such premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor. LESSEE shall pay to LESSOR on demand the amount of all loss and damage which LESSOR may suffer by reason of such termination, whether through inability to re-let the Property on satisfactory terms or otherwise;

(j) Enter upon and take possession of the Property, by force if necessary, without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and expel or remove LESSEE and any other person who may be occupying such premises or any part thereof. LESSOR may re-let the Property and receive the rent therefor. LESSEE agrees to pay to LESSOR monthly or on demand from time to time any rent deficiency that may arise by reason of any such re-letting.

(k) Enter upon the Property, by force, if necessary, without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and do whatever LESSEE is obligated to do under the terms of this Lease. LESSEE agrees to pay LESSOR on demand for expenses which LESSOR may incur in thus effecting compliance with LESSEE obligations under this Lease, together with interest thereon at the rate of ten percent (10%) per annum from the date expended until paid. LESSOR shall not be liable for any damages resulting to LESSEE from such action, whether caused by negligence of LESSOR or otherwise.

(l) If LESSEE defaults, LESSOR may end LESSEE's right of occupancy by giving 24 hours' notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return

receipt requested; (3) personal delivery to any resident; (4) personal delivery at the premises to any occupant over 16 years old; or (5) affixing the notice to the inside of the premises' main entry door. Termination of LESSEE 's possession rights or subsequent re-letting does not release LESSEE from liability of future rent. After giving notice to vacate or filing an eviction suit, LESSOR may still accept rent or other sums due; the filing or acceptance dose not waive or diminish LESSOR~s right of eviction or any other contractual or
statutory right. Accepting money at any time does not waive LESSOR's right to damages; past or future rent, or other sums.

Notice of Default. LESSEE shall give written notice of any failure by LESSOR to perform any of its obligations under this Lease to LESSOR. LESSOR shall not be in default under this Lease unless LESSOR (or such ground LESSOR, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of LESSEE's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, LESSOR shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

LESSOR's or LESSEE's waiving breach of this lease by the other party does not constitute a continuing waiver or waive of any subject breach.

VI.

LESSOR'S LIEN

In addition to the statutory LESSOR's lien, LESSEE hereby grants to LESSOR a security interest to secure payment of all rent and other sums of money becoming due hereunder from LESSEE , upon all goods, wares, equipment, fixture, furniture and other personal property of LESSEE situated in or upon the Property, together with the proceeds from the sale or lease thereof. Such property shall not be removed without the consent of LESSOR until all arrearage in rent and other sums of money then due to LESSOR hereunder shall first have been paid and discharged. Upon the occurrence of an event of default, LESSOR may, in addition to any other remedies provided herein or by law, enter upon the Property and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of LESSEE situated on the Property without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving LESSEE reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to LESSEE of such sale shall be deemed sufficient if given in the manner prescribed in this Lease at least ten (10) days before the time of the sale. Any public sale made under this Article shall be deemed to have been conducted in a commercially reasonable manner if held on the Property or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county, where the Property is located for five consecutive days before the date of the sale. LESSOR or its assigns may purchase such property at a public sale and, unless prohibited by Law, at a private sale. The proceeds from any disposition dealt with in this Article, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted herein. Any surplus shall be paid to LESSEE or as otherwise required by law; LESSEE shall pay any deficiencies forthwith.

Upon request by LESSOR, LESSEE agrees to execute and deliver to LESSOR a financing statement in form sufficient to perfect the security interest of LESSOR in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State of Texas. The statutory lien for rent is expressly reserved; the security interest herein granted is in addition and supplementary thereto.

VII.
MECHANICS LIEN

LESSEE will not permit any mechanic's lien to be placed on the premises or on improvements on them. If a mechanic's lien is filed on the premises or on improvements on them, LESSEE will promptly pay the lien. If default in payment of the lien continues for 20 days after LESSOR's written notice to LESSEE, LESSOR may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts LESSOR pays to remove a mechanic's lien caused by LESSEE to be filed against the premises or against improvements on them, including expenses and interest, shall be immediately due to the LESSOR upon written notice to LESSEE , along with interest at 10% percent annually until repaid.

VIII.

INSURANCE

Casualty Insurance. During the Lease Term, LESSEE shall maintain policies of insurance covering loss of or damage to the Property at the center of this lease, in the amount of $500,000.00 per occurrence. Such policies shall provide protection against all perils included within the classification of fire and extended coverage and any other perils which LESSEE and LESSOR deem necessary. LESSEE shall also obtain insurance coverage for LESSEE's inventory, fixtures, equipment or building improvements installed by LESSEE in or on the Property. LESSEE shall, in addition, at LESSEE's expense, maintain such primary or additional insurance on its fixtures, equipment and building improvements as LESSEE deems necessary to protect its interest. LESSEE shall not do or permit to be done anything which invalidates any such insurance policies. Any casualty insurance which may be carried by LESSOR or LESSEE shall be for the sole benefit of the party carrying such insurance and under its sole control.

Liability Insurance. During the Lease Term, LESSEE shall maintain a policy of comprehensive public liability insurance, at LESSEE's expense, insuring LESSOR against liability arising out of the ownership, use, occupancy or maintenance of the Property, in the amount of $1,000,000. Such policy shall contain a provision which prohibits cancellation or modification of the policy except upon thirty (30) days' prior written notice to LESSOR. LESSEE may discharge its obligations under this Section by naming LESSOR as an additional insured under a policy of comprehensive liability insurance maintained by LESSEE and containing the coverage and provisions described in this Section. LESSEE shall deliver a copy of such policy or certificate (or a renewal thereof) to LESSOR prior to the Commencement Date and prior to the expiration of any such policy during the Lease Term. If LESSEE fails to maintain such policy, LESSOR may elect to maintain such insurance at LESSEE's expense. LESSEE shall, at LESSEE's expense, maintain such other liability insurance as LESSEE deems necessary to protect LESSEE. If the LESSEE's insurance

lapses for any reason, LESSEE is solely liable for any damages and/or injuries resulting from the ownership, use, occupancy or maintenance of property and the LESSEE shall indemnify and hold harmless the LESSOR for any expenses including but limited damages, attorneys fees, court costs incurred by LESSOR as a result of LESSEE's lack of liability insurance. LESSEE must furnish LESSOR with certificates of all insurance required by this article.

Indemnity. LESSOR shall not be liable to LESSEE or to its employees, agents or visitors, or to any other person whomsoever, for any injury to persons or damage to property on or about the Property or any adjacent area owned by LESSOR caused solely by the negligence or misconduct of LESSEE, its employees, subLESSEEs, licensees or concessionaires or any other person entering the Property under express or implied invitation of LESSEE, its employees, subLESSEEs, licensees or concessionaires or arising solely out of the use of the Property by LESSEE its employees, subLESSEEs, licensees or concessionaires and the conduct of its business therein, or arising solely out of any breach or default by LESSEE in the performance of its obligations hereunder, and LESSEE hereby agrees to indemnify LESSOR and hold it harmless from any loss, expense or claims rising out of such damage or injury. LESSEE shall not be liable for any injury or damage caused in whole or in part by the negligence or misconduct of LESSOR, or its employees or agents, and LESSOR agrees to indemnify LESSEE and hold it harmless from any loss, expense or damage arising out of such damage or injury.

IX.

TAXES

Payment by LESSOR. LESSOR shall pay all real estate taxes on the Property during the Lease Term.

Improvements by LESSEE. In the event the real estate taxes levied against the Property for the real estate tax year in which the Lease Term commences are increased as a result of any alterations, additions or improvements made by LESSEE or by LESSOR at the request of LESSEE, LESSEE shall pay to LESSOR upon demand the amount of such increase. For the purposes of the calculations under Section 4.02, the amount of the real estate taxes during the real estate tax year in which the Lease Term commences shall not include any taxes resulting from any such alterations, additions or improvements made in or to the Property. LESSOR shall obtain from the tax assessor or assessors a written statement of the total amount of such increase.

Joint Assessment. If the real estate taxes are assessed against the Property jointly with other property not constituting a part of the Property, the real estate taxes for such years shall be equal to the amount bearing the same proportion to the aggregate assessment that the total square feet of building area in the Property bears to the total square feet of building area included in the joint assessment.

Personal Property Taxes. LESSEE shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to LESSEE . LESSEE shall try to have its personal property taxed separately from the Property, but if any of LESSEE's personal property is taxed with the Property, LESSEE shall pay the taxes for the personal property within fifteen (15) days after LESSEE receives a written statement for such personal property taxes.

Proof of Payment of Taxes. The LESSEE will pay all taxes owed by LESSEE by January 1 of each year, and will show proof of such payment to LESSOR by January 15 of each year.

XI.

ASSIGNMENT AND SUBLETTING

LESSEE shall, without the prior written consent of LESSOR, assign this Lease or sublet the Property or any portion thereof. Any assignment or subletting shall be expressly subject to all terms and provisions of this Lease, including the provisions pertaining to the use of the Property. In the event of any assignment or subletting, LESSEE shall remain fully liable for the full performance of all LESSEE's obligations under this Lease. In the event of the occurrence of an event of default while the Property is assigned or sublet, LESSOR, in addition to any other remedies provided herein or by law, may at LESSOR's option, collect directly from such assignee or subLESSEE all rents becoming due under such assignment or subletting and apply such rent against any sums due to LESSOR hereunder. No direct collection by LESSOR from any such assignee or subLESSEE shall release LESSEE from the performance of its obligations hereunder.

XII.

MISCELLANEOUS

Force Majeure. In the event performance by either party hereto of any term, condition or covenant in this Lease is delayed or prevented by any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of such party, the period for performance of such term, condition or covenant shall be extended for a period equal to the period such party is so delayed or hindered.

Interpretation. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. For convenience, each party hereto is referred to in the neuter gender, but the masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of a party, the term 'LESSEE " or 'LESSOR, as the case may be, shall include such party's agents, employees, contractors, invites, successors or others using the Property with such party's expressed or implied permission.

Waivers. All waivers must be in writing and signed by the waiving party. A party's failure to enforce any provisions of this Lease or its acceptance of rent shall not be a waiver of any other provision of this Lease, and shall not prevent such party from enforcing that provision or any other provision of this Lease in the future.

Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part hereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All

amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendments shall be void.

Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, addressed to City Manager, City of Pharr, P.O. Box B, Pharr, Texas 78577. Notices to LESSEE shall be delivered to the address specified in Section 1.03 above. Notices to any other party hereto shall be delivered to the address specified in Article One as the address for such party. Any party hereto may change its notice address upon written notice to the other parties.

Attorneys' Fees. If on account of any breach or default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or whether or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection therewith.

Survival. All obligations of any party hereto not fulfilled at the expiration or the earlier termination of this Lease, and all representations and warranties contained herein, shall survive the termination of this Lease.

Binding Effect. This Lease shall inure to the benefit and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns.

LAW. Any disputes arising under this agreement and/or any renewal terms must be resolved in a state district court in Hidalgo County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed and delivered on the date first above mentioned.

Witnesses as to Lessor:

Mary P. Muniz
City Clerk

LESSOR:

Raul Garza Jr.
(As per RG)

Witnesses as to Lessee:

Mary P. Muniz
City Clerk

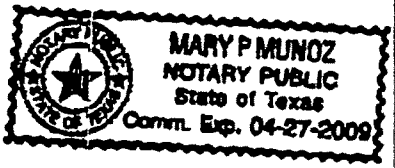
LESSEE:

Fred Sandoval (JG)
Acting City Manager

SWORN TO BEFORE ME THIS
26th DAY OF October, 2005.

Mary P. Muñoz (LS)

My Commission Expires 4-27-2009



STATE OF TEXAS §
§
HIDALGO COUNTY §

AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR AND
THE COUNTY OF HIDALGO

WHEREAS, on or about October 18, 2005 the Commissioners Court of Hidalgo County (the "County") entered into an Interlocal Cooperation Agreement (the "Agreement") with the City of Pharr ("Pharr") for the lease of certain real property by the County;

WHEREAS, the County and Pharr desire to amend and restate the Agreement;

WHEREAS, the parties desire to revise the Rent provision of the Agreement by increasing the amount paid to the City of Pharr to One Dollar and Ten Cents per square foot of rental space for a total monthly rent of Six Thousand Eight Hundred and Sixteen Dollars and Seventy Cents ($6,816.70);

WHEREAS, the parties also desire to revise the Lease Term to begin upon execution of the amended and restated Agreement and end one (1) year thereafter;

WHEREAS, at a regular meeting held on NOVEMBER 8, 2005 of the Commissioners Court, the Commissioners amended and restated the Agreement to read as follows:

This Agreement is made this 20TH day of SEPTEMBER, 2005, by and between the of PHARR, TEXAS ("Pharr") and THE COUNTY OF HIDALGO ("County").

WHEREAS, Pharr has entered into an agreement with the Pharr Economic Development Corporation to lease certain real property, hereinafter classified the lease (the "Lease"), a copy of which is attached hereto Exhibit "A" and incorporated herein by reference for all purposes;

WHEREAS, Pharr and County have agreed that it will be mutually beneficial to Pharr and County to lease such real property on the terms and conditions herein contained;

12-28-05
cc: filed
PCDC
original to County

WHEREAS, Pharr and County desire to execute this Agreement in order to document the arrangements relating to the construction and the sublease;

NOW THEREFORE, in consideration of the foregoing and the following, City and County hereby agree as follows:

LEASE

1.01. **LEASE FROM PHARR ECONOMIC DEVELOPMENT CORPORATION.** City represents and warrants that the document attached hereto as Exhibit "A" is a true and correct copy of the Lease previously entered into between City and Pharr Economic Development CORPORATION, and that, pursuant to the terms of the Lease, City is authorized to enter into this Agreement with County. For and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by County, Pharr does hereby sublease and demise to County and County does hereby rent and accept from City, that certain tract of land located in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Leased Premises").

TERM

2.01. **LEASE TERM.** This Lease shall be for a term of one (1) year (hereinafter referred to as the "Primary Term"), commencing on November 8, 2005, and ending on November 7, 2006 (the "Termination Date"), subject however, to earlier termination as provided in this Lease, or unless renewed and extended in accordance with Paragraph 2.02.

RENEWAL OR TERMINATION

2.02. County shall have the right and option to renew and extend the term of this Lease for one (1) consecutive one year term upon written notice to Pharr at least sixty (60) days prior to the expiration of the Lease Term. The terms and conditions during the option term shall be on the same terms and conditions contained herein.

HOLDING OVER

2.03. If Lessee shall hold over after the expiration of the Lease Term, or any renewal or extension, such tenancy shall be from month to month on all terms, covenants, and conditions of this Lease.

RIGHT OF TERMINATION

2.04. This Lease may be terminated by Lessee upon sixty (60) days written notice to Lessor. Notice of termination shall be delivered to the parties pursuant to Article 25.01 herein.

RENT

3.01. County agrees to pay Pharr the sum of One Dollar and Ten Cents ($1.10) per square foot each month for a sum of Six Thousand Eight Hundred and Sixteen Dollars and Seventy Cents ($6,816.70) each month during the primary term of the Lease. Annual rental shall be paid in advance on the first day of the term during the term of this Lease.

TAXES

4.01. Pharr shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Lease may be levied on or assessed against the Leased Premises and all improvements and other property thereon, whether belonging to Pharr or to County. Pharr shall pay all such taxes, charges, and assessments, if any, to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Pharr agrees to indemnify and save County harmless from all such taxes, charges, and assessments.

UTILITIES

5.01. Pharr shall pay or cause to be paid all charges for heat, gas, electricity and trash removal and Pharr shall pay or cause to paid all charges for water and sewer.

RENOVATION OF LEASED PREMISES IMPROVEMENTS BY COUNTY

6.01. Any and all plans for any improvements of the Leased Premises shall be submitted to Pharr for approval.

PHARR'S OWNERSHIP OF IMPROVEMENTS AND FIXTURES

6.02. It is expressly understood and agreed that, during the term of this Lease that any and all buildings, improvements, fixtures, of whatsoever nature at any time constructed, placed, or maintained on any part of the Leased Premises if not removed by County on or before the date of termination of the Lease shall become the property of Pharr.

PERMITTED USE

7.01. County may use the Subleased Premises for any and all lawful purposes.

MAINTENANCE

8.01. To the extent that Pharr is required under the Lease to maintain and repair any portion of the Subleased Premises, County agrees to perform the same maintenance and

repairs on the Subleased Premises as would be required by Pharr as lessee of the Subleased Premises under the Lease.

UTILITIES

9.01. County shall not be responsible for any utility charges used in and about the Subleased Premises during the term of this Agreement.

ALTERATIONS

10.01. County shall not make any alterations, additions, or improvements to the Subleased Premises without the prior written consent of Pharr, and, if applicable under the terms of the Lease, with The Pharr Economic Development Corporation.

EQUIPMENT AND FIXTURES

11.01. County has, at all times, the right to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on or about the Subleased Premisses, provided that County complies with all applicable governmental laws, ordinances and regulations regarding such fixtures. County has the right to remove all such trade fixtures at the termination of this Agreement, provided that the fixtures can be removed without structural damage to the Subleased Premises or to the building. County shall repair any damage to the Subleased Premises caused by the removal of trade fixtures, and all such repairs must be completed prior to the termination of this Agreement. Any trade fixtures that have not been removed by County at the termination of this Agreement shall be deemed abandoned by County and shall automatically become the property of Pharr.

SIGN

12.01. Subject to the written approval of Pharr, and to the extent necessary under the terms of the Lease, The Pharr Economic Development Corporation, and further subject to applicable laws, ordinances and regulations, County shall have the right to install signs on the Subleased Premises. County must remove all signs at the termination of this Agreement and repair any damage resulting from the erection or removal of the signs.

INSURANCE

13.01. Pharr, or to the extent required under the Lease, the Pharr Economic Development Corporation, shall, at its own expense, keep all buildings and improvements on or relating to the Subleased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the

full fair insurable value of the buildings and improvements. The policies shall provide that any proceeds for loss or damage to the buildings or to improvements shall be payable solely to Pharr or to The Pharr Economic Development Corporation, as appropriate, which sum the recipient shall use for repair and restoration purposes as provided herein. County shall maintain all insurance on County's personal property located within the Subleased Premises and County covenants and agrees that Pharr and the Pharr Economic Development Corporation shall have no responsibility for damage or destruction of County's personal property located within the Subleased Premises.

LIABILITY INSURANCE

14.01. Pharr and/or The Pharr Economic Development Corporation shall, at its own expense, provide and maintain in force during the term of this Agreement, liability insurance in the amounts deemed adequate by Pharr and/or The Pharr Economic Development Corporation.

NOTICE OF DAMAGE

15.01. If the Subleased Premises, or any structures or improvements on the Subleased Premises, should be damaged or destroyed by fire, tornado, or other casualty, County shall give immediate written notice of the damage or destruction to Pharr, including a description of the damage and, as far as known to County, the cause of the damage.

DAMAGE OR DESTRUCTION

16.01. If the building on the Subleased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Agreement, at the option of the County, shall terminate, effective as of the date of said occurrence.

PARTIAL DAMAGE

17.01 If the Subleased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Agreement shall not terminate, but Pharr shall, if the casualty has occurred prior to the final twelve (12) months of the Agreement term, at Pharr's sole cost and risk proceed forthwith to rebuild or repair or cause to be rebuilt or repaired the Subleased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the Agreement term, Pharr shall not be required to rebuild or repair such damage. In the event that Pharr should fail to complete such rebuilding or repairs within thirty (30) working days from the date of the occurrence of the damage, County may at its option terminate this Agreement by written notification at such time to Pharr, whereon

all rights and obligations hereunder shall cease.

TOTAL CONDEMNATION

18.01. If during the term of this Agreement all of the Subleased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Agreement shall terminate, effective as of the date of the taking of the premises by the condemning authority.

PARTIAL CONDEMNATION

19.01. If less than all, but more than ten percent (10%) of the Subleased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, County may terminate the Agreement by giving written notice to Pharr within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Subleased Premises are partially condemned and County fails to exercise the option to terminate the Agreement under this section, or if less than ten percent (10%) of the Subleased Premises are condemned, this Agreement shall not terminate, but County may, at its sole expense, restore and reconstruct the building and other improvements situated on the Subleased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased.

CONDEMNATION AWARD

20.01. Pharr and County shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Agreement shall not affect the rights of the respective parties to such awards.

DEFAULT BY COUNTY

21.01. If County shall remain in default under any condition of this Agreement for a period of thirty (30) days after written notice from Pharr, Pharr may at its option, without notice to County, terminate this Agreement or, in the alternative, Pharr may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Agreement term, to a party satisfactory to Pharr and at such monthly rental as Pharr may with reasonable diligence be able to secure.

DEFAULT BY PHARR OR THE PHARR ECONOMIC DEVELOPMENT CORPORATION

22.01. If Pharr defaults in the performance of any terms, covenants, as condition required to be performed by it under this Agreement, County may elect to do either one of the following:

(a) After not less than thirty (30) days' notice to Pharr, County may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel. All reasonable sums expended, or obligations incurred, by County in connection with remedying Pharr's default shall be paid by Pharr to County on demand and, on failure of such reimbursement, County may, in addition to any other right or remedy that County may have, deduct these costs and expenses from rent subsequently becoming due under this Agreement.

(b) County may terminate this Agreement by giving at least thirty (30) days notice to Pharr such intention. In the event County elects this option, the Agreement will be terminated on the date designated in County's notice, unless Pharr has cured the default to the reasonable satisfaction of the County prior to expiration of the thirty day period.

CUMULATIVE REMEDIES

23.01.All rights and remedies of Pharr and County under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

WAIVER OF BREACH

24.01.A waiver by either Pharr or County of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

NOTICE

25.01. 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 addressed to the parties at the addressed set froth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith:

If to Pharr: City of Pharr
Attention: Fred Sandoval, City Manager

P.O. Box 1729
Pharr, Texas 78577

If to County: Hidalgo County, Texas
Attn: Ramon Garcia, County Judge
100 East Cano 2nd Floor
Edinburg, Texas 78539

With copy to: Hector "Tito" Palacios, Commissioner, Precinct No. 2
301 E. State Street
Pharr, Texas 78577

COMMITMENT OF CURRENT REVENUES ONLY

26.01. 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. § 271.903.

IN WITNESS WHEREOF, Pharr and County approve the execution of this Revised and Restated Agreement by a motion duly made, seconded, and adopted by the appropriate governing bodies thereof.

CITY OF PHARR

By: _____
Its: Fred Sandoval

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino, Acting County Clerk

Approved by Commissioners' Court
on 11-8-05 ah

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

AI-11856 **19.G.1.**

Home Depot Commercial Account
CC REGULAR

Date: 10/28/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, consideration, and approval on completing and submitting The Home Depot Commercial Account (PROX) Application For State and Local Government to purchase items (in tangent with executed Hidalgo County purchase orders) from Home Depot U.S.A., Inc. through Hidalgo County's Membership/Participation with the Texas Multiple Award Schedule (TXMAS) (Contract TXMAS-8-51V020) on an as needed basis for RFB 2008-201-08-20-ysi "Carpentry, Construction, & Building Supplies & Materials" including signing any applicable documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-671
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $16,841.89 as of 10/23/08.

Attachments

Link: credit app

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/23/2008 02:17 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 02:19 PM	APRV
3	Dale Kennan	Dale Kennan	10/23/2008 03:52 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Yvette Islas Started On: 10/22/2008 01:31 PM

Final Approval Date: 10/24/2008

Ovidio Gonzalez

From: McWilliam, Carey [Carey_McWilliam@homedepot.com]
Sent: Wednesday, September 10, 2008 3:11 PM
To: ovidio.gonzalez@co.hidalgo.tx.us
Subject: Re: Credit Terms and Conditions

Fill the act form out and provide po for all purchases. Under State law you must pay within 60 days. This is all it takes.
Carey McWilliams
Government Solutions Manager Gulf and Southwest
The Home Depot
Cell-210-216-1711
Carey_Mcwilliam@homedepot.com

----- Original Message -----
From: Ovidio Gonzalez <ovidio.gonzalez@co.hidalgo.tx.us>
To: McWilliam, Carey
Sent: Wed Sep 10 16:07:17 2008
Subject: RE: Credit Terms and Conditions

Thanks for the info Mr. McWilliams. Can you provide the actual terms of the credit so we can present it to our supervisor?

Thanks.

-----Original Message-----
From: McWilliam, Carey [mailto:Carey_McWilliam@homedepot.com]
Sent: Tuesday, September 09, 2008 5:50 PM
To: Ovidio Gonzalez
Cc: Bonilla, Richard
Subject: RE: Credit Terms and Conditions

Ovidio,

As requested. Please complete and fax. Let me know if we can assist. I have copied our local Pro Sales Manager on this email Richard Bonilla.

Thank you,

Carey McWilliams Jr

Government Account Manager

Serving the Gulf and Southwest

Carey_mcwilliam@homedepot.com

Cell 210-216-1711

The Home Depot Commercial Account (PROX) Application
For State and Local Government

Fax Application to 1-800-536-0898

FOR STORE USE ONLY: **Store#**_____

Agency Information

Agency Name _____

Street Address (No P.O. Boxes) _____

City _____ State _____ Zip _____

Agency Phone _____ Ext. _____ Fax _____

Credit Line Requested $ _____ Billing Contact _____

E-mail Address: If you provide an e-mail address, we may use it to contact you about your account and to send you information about products and services you may find useful.

E-mail Address _____

Billing Address, if different from Street Address _____

City _____ State _____ Zip _____

Account Information

Is a purchase order or job name required with all purchases? ☐ Yes ☐ No

Print Full Name of Authorized Buyers (Including Yourself)	
1.	4.
2.	5.
3.	6.

☐ Check here if attaching a list of more Authorized Buyers

Sign Below

Notice to Buyer:

By signing below on behalf of your business, you represent that your business is a valid business entity; that all purchases made on the Account, if approved, will be for purposes other than personal, family, household, or agricultural use; and that you are an authorized representative of the business with authority to enter into contractual agreements. On behalf of the business, you certify that all information provided in this application is complete and accurate. You agree to be bound by the terms of the governing credit agreement of the type elected in this application. You authorize us to obtain information about your business from credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this application or in receiving or collecting the Account. You also understand that credit on the Account once approved, will be extended by Citibank (South Dakota), N.A., and that there is no binding contract between us until Citibank (South Dakota), N.A. accepts this agreement. The undersigned acknowledges receipt of a copy of the CITIBANK TERMS AND CONDITIONS FOR THE HOME DEPOT COMMERCIAL ACCOUNT.

X _____ _____

Signature of Agency's Authorized Representative — Date

_____ _____

Print Name — Title

CITIBANK TERMS AND CONDITIONS FOR THE HOME DEPOT COMMERCIAL ACCOUNT

- The Home Depot Commercial Accounts are only for business or commercial purposes. They are not for personal, family or household purposes. Citibank (South Dakota), N.A. ("we" or "us") is the issuer of your account.

- Federal law requires us to obtain, verify and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application, we must have your name, street address and other identifying information, and we may ask for identifying documents from you as well.

- If you ask us, we will tell you whether or not we requested a credit bureau report, and the names and addresses of any credit bureaus that provided us with such reports.

- You authorize us to share with The Home Depot and its affiliates experiential and transactional information regarding you and your account.

- To receive The Home Depot Commercial Account, you must meet our credit qualification criteria for those accounts. Your credit limit will be determined by a review of your credit report and, in some instances, a review of such other financial information as we may ask you to provide. You will be informed of the amount of your credit line when you receive your card. Some credit lines for The Home Depot Commercial Account may be as low as $1,000.

- If you are approved for credit, you will receive a Citibank Card Agreement ("Agreement") with your card(s). Read it carefully for important information regarding your account. The Agreement will be binding on you unless you cancel your account within 30 days after receiving your card and you have not used or authorized use of your account. We may change the Agreement at any time in accordance with applicable law and the terms of the Agreement.

© 2008 Citibank (South Dakota), N.A.

AI-11883 **19.H.1.**

Scanners Purchase

CC REGULAR

Date: 10/28/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Tax Office

Information

CAPTION

Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (TCPN) The Cooperative Purchasing Network with the following awarded vendor-CDW Government, contract #TCPN R-4713 through requisition #142010 in the total amount of $8,485.62

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100415151400010743
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of AI 11819

Attachments

Link: Scanners Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 05:32 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:49 AM	APRV
3	Erika Reyna	Erika Reyna	10/23/2008 10:26 AM	APRV
4	Auditor's Office	Becky Morales	10/23/2008 02:07 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 08:32 AM	APRV

Form Started By: Matilde Faz Started On: 10/22/2008 04:00 PM

Final Approval Date: 10/24/2008

Requisition

Req # 00142010

PO #

Date: 10/21/08

Prequal # 11883 10/28/08

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX COLLECTION
956-289-7472

Contract No:

Special Instructions:
M-86

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TCPN CONTRACT # R4713 DO NOT DUPLICATE ORDER		
2	EACH	1529002 FUJITSU FI-6670 FBSCAN 90PPM W/VRS MFG#: FUJ-PAO3576-B505 R4713	4,242.81	8,485.62
0	EACH	THESE COMPUTERS ARE FOR THE AUTO LICENSE DEPT AT 2804 S BUS HWY 281	.00	.00
		Account No	Encumbrance	
		8-1100-415-15-140-001-0-743	8,485.62	
			Freight	.00
			Total	8,485.62
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Asset # 48691
Asset # 48692

TCPN

Authorized By: _____

Attn: Tanya Req#1142010 10/22/08

CDW·G ® The Right Technology. Right Away.™

www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
MFH2995	6324564	10/21/2008

BILL TO
MARY GARCIA
2804 S BUSINESS HWY 281

HIDALGO COUNTY TAX OFFICE
EDINBURG, TX 78539

SHIP TO
HIDALGO COUNTY TAX OFFICE
2804 S BUSINESS HWY 281

MARY GARCIA
EDINBURG, TX 78539
Contact: MARY GARCIA 956-289-7472

Customer Phone # 9562897472 (Scanners)

Customer P.O. # FUJITSU QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JAY CARLILE 866-224-6448	FEDEX Ground	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	1529002	FUJITSU FI-6670 FBSCAN 90PPM W/VRS Mfg#: FUJ-PA03576-B505 Contract: TCPN CONTRACT #R4713 R4713	4242.81	8485.62
		SUBTOTAL		8485.62
		FREIGHT		.00
		SALES TAX		.00

OCT 22 2008

TOTAL ➧ US Currency 8,485.62

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9492

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

AI-11879 **19.I.1.**

BCAP - Approval of Contracts
CC REGULAR

Date: 10/28/2008
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 the following contracts for Border Colonia Access Program Round III;
A. C-CAP-08-028 TEDSI Infrastructure-Pct. No. 1;
B. C-CAP-08-029A R. Gutiérrez-Pct. No. 2;
C. C-CAP-08-030A Javier Hinojosa-Pct. No. 3.

BACKGROUND

See attached expenditure report

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1312-431-00-XXX-XXX-X-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Please see attached expenditure report
(for Pct 1, 2, & 3)

Attachments

Link: Accounts Round III
Link: TEDSI contract
Link: R. Gutierrez Eng
Link: Javier Hinojosa

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 05:27 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:48 AM	APRV
3	Veronica Lopez	Veronica Lopez	10/24/2008 01:53 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Laura Moya Started On: 10/22/2008 03:24 PM

Final Approval Date: 10/24/2008

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1312 BORDER COLONIA ACCESS PROGRAM ROUND III								
8-1312-431-00-121-063-0-312	BALLI ESTATES-INDIRECT COST	.00	21,464.49	.00	.00	.00	21,464.49	.00
8-1312-431-00-121-063-0-334	BALLI ESTATES-ENG & ARCH SRV	.00	42,960.23	.00	.00	.00	42,960.23	.00
8-1312-431-00-121-063-0-339	BALLI ESTATES-OTHER PROF SRV	.00	13,669.16	.00	.00	.00	13,669.16	.00
8-1312-431-00-121-063-0-734	BALLI ESTATES-SUBDIVISION STR	.00	390,547.50	.00	.00	.00	390,547.50	.00
8-1312-431-00-121-063-0-899	BALLI ESTATES-CONTINGENCY	.00	67,970.89	.00	.00	.00	67,970.89	.00
8-1312-431-00-121-148-0-312	CHAPA NORTH-INDIRECT COST	.00	2,782.82	.00	.00	.00	2,782.82	.00
8-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	.00	6,866.64	.00	.00	.00	6,866.64	.00
8-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	.00	2,184.84	.00	.00	.00	2,184.84	.00
8-1312-431-00-121-148-0-733	CHAPA NORTH-DRAINAGE DITCHES	.00	16,200.00	.00	.00	.00	16,200.00	.00
8-1312-431-00-121-148-0-734	CHAPA NORTH-SUBDIVISION STREE	.00	46,224.00	.00	.00	.00	46,224.00	.00
8-1312-431-00-121-148-0-899	CHAPA NORTH-CONTINGENCY	.00	11,512.28	.00	.00	.00	11,512.28	.00
8-1312-431-00-121-149-0-312	CHAPA SOUTH-INDIRECT COST	.00	2,675.11	.00	.00	.00	2,675.11	.00
8-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	.00	6,074.64	.00	.00	.00	6,074.64	.00
8-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	.00	1,932.84	.00	.00	.00	1,932.84	.00
8-1312-431-00-121-149-0-733	CHAPA SOUTH-DRAINAGE DITCHES	.00	9,000.00	.00	.00	.00	9,000.00	.00
8-1312-431-00-121-149-0-734	CHAPA SOUTH-SUBDIVISION STREE	.00	46,224.00	.00	.00	.00	46,224.00	.00
8-1312-431-00-121-149-0-899	CHAPA SOUTH-CONTINGENCY	.00	9,971.19	.00	.00	.00	9,971.19	.00
8-1312-431-00-121-185-0-312	COLONIA WHALEN ROAD-INDIRECT	.00	3,921.89	.00	.00	.00	3,921.89	.00
8-1312-431-00-121-185-0-334	COLONIA WHALEN ROAD-ENG & ARC	.00	9,991.52	.00	.00	.00	9,991.52	.00
8-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PRO	.00	3,179.12	.00	.00	.00	3,179.12	.00
8-1312-431-00-121-185-0-733	COLONIA WHALEN ROAD-DRAINAGE	.00	26,756.00	.00	.00	.00	26,756.00	.00
8-1312-431-00-121-185-0-734	COLONIA WHALEN ROAD-SUBDIVISI	.00	64,076.00	.00	.00	.00	64,076.00	.00
8-1312-431-00-121-185-0-899	COLONIA WHALEN ROAD-CONTINGEN	.00	16,878.64	.00	.00	.00	16,878.64	.00
8-1312-431-00-121-215-0-312	DE ANDA SUBDIVISION-INDIRECT	.00	2,069.01	.00	.00	.00	2,069.01	.00
8-1312-431-00-121-215-0-334	DE ANDA SUBDIVISION-ENG & ARC	.00	5,147.76	.00	.00	.00	5,147.76	.00
8-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PRO	.00	1,638.56	.00	.00	.00	1,638.56	.00
8-1312-431-00-121-215-0-733	DE ANDA SUBDIVISION-DRAINAGE	.00	12,600.00	.00	.00	.00	12,600.00	.00
8-1312-431-00-121-215-0-734	DE ANDA SUBDIVISION-SUBDIVISI	.00	34,216.00	.00	.00	.00	34,216.00	.00
8-1312-431-00-121-215-0-899	DE ANDA SUBDIVISION-CONTINGEN	.00	8,653.85	.00	.00	.00	8,653.85	.00
8-1312-431-00-121-220-1-312	DELTA WEST SUBDIVISION-INDIRE	.00	12,558.74	.00	.00	.00	12,558.74	.00
8-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG &	.00	28,466.19	.00	.00	.00	28,466.19	.00
8-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER	.00	9,057.42	.00	.00	.00	9,057.42	.00
8-1312-431-00-121-220-1-733	DELTA WEST SUBDIVISION-DRAINA	.00	41,600.00	.00	.00	.00	41,600.00	.00
8-1312-431-00-121-220-1-734	DELTA WEST SUBDIVISION-SUBDIV	.00	217,183.50	.00	.00	.00	217,183.50	.00

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1312 BORDER COLONIA ACCESS PROGRAM ROUND III								
8-1312-431-00-121-220-1-899	DELTA WEST SUBDIVISION-CONTIN	.00	46,702.68	.00	.00	.00	46,702.68	.00
8-1312-431-00-121-228-1-312	DIAZ SUBDIVISION-INDIRECT COS	.00	2,223.81	.00	.00	.00	2,223.81	.00
8-1312-431-00-121-228-1-334	DIAZ SUBDIVISION-ENG & ARCH S	.00	5,171.37	.00	.00	.00	5,171.37	.00
8-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF S	.00	1,645.44	.00	.00	.00	1,645.44	.00
8-1312-431-00-121-228-1-733	DIAZ SUBDIVISION-DRAINAGE DIT	.00	9,000.00	.00	.00	.00	9,000.00	.00
8-1312-431-00-121-228-1-734	DIAZ SUBDIVISION-SUBDIVISION	.00	38,012.50	.00	.00	.00	38,012.50	.00
8-1312-431-00-121-228-1-899	DIAZ SUBDIVISION-CONTINGENCY	.00	8,542.06	.00	.00	.00	8,542.06	.00
8-1312-431-00-121-319-0-312	HIGH POINT SUBDIVISION-INDIRE	.00	4,847.47	.00	.00	.00	4,847.47	.00
8-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG &	.00	9,702.00	.00	.00	.00	9,702.00	.00
8-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER	.00	3,087.00	.00	.00	.00	3,087.00	.00
8-1312-431-00-121-319-0-734	HIGH POINT SUBDIVISION-SUBDIV	.00	88,200.00	.00	.00	.00	88,200.00	.00
8-1312-431-00-121-319-0-899	HIGH POINT SUBDIVISION-CONTIN	.00	15,350.33	.00	.00	.00	15,350.33	.00
8-1312-431-00-121-387-0-312	LA MESA SUBDIVISION-INDIRECT	.00	5,979.23	.00	.00	.00	5,979.23	.00
8-1312-431-00-121-387-0-334	LA MESA SUBDIVISION-ENG & ARC	.00	16,810.69	.00	.00	.00	16,810.69	.00
8-1312-431-00-121-387-0-339	LA MESA SUBDIVISION-OTHER PRO	.00	5,348.86	.00	.00	.00	5,348.86	.00
8-1312-431-00-121-387-0-733	LA MESA SUBDIVISION-DRAINAGE	.00	60,500.00	.00	.00	.00	60,500.00	.00
8-1312-431-00-121-387-0-734	LA MESA SUBDIVISION-SUBDIVISI	.00	92,324.50	.00	.00	.00	92,324.50	.00
8-1312-431-00-121-387-0-899	LA MESA SUBDIVISION-CONTINGEN	.00	29,017.58	.00	.00	.00	29,017.58	.00
8-1312-431-00-121-461-0-312	MID-VALLEY ESTATES-INDIRECT C	.00	8,530.03	.00	.00	.00	8,530.03	.00
8-1312-431-00-121-461-0-334	MID-VALLEY ESTATES-ENG & ARCH	.00	18,801.76	.00	.00	.00	18,801.76	.00
8-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF	.00	5,982.38	.00	.00	.00	5,982.38	.00
8-1312-431-00-121-461-0-733	MID-VALLEY ESTATES-DRAINAGE D	.00	21,600.00	.00	.00	.00	21,600.00	.00
8-1312-431-00-121-461-0-734	MID-VALLEY ESTATES-SUBDIVISIO	.00	149,324.98	.00	.00	.00	149,324.98	.00
8-1312-431-00-121-461-0-899	MID-VALLEY ESTATES-CONTINGENC	.00	30,611.80	.00	.00	.00	30,611.80	.00
8-1312-431-00-121-687-0-312	SO. PALM GARDENS EST.#1-INDIR	.00	2,350.36	.00	.00	.00	2,350.36	.00
8-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG &	.00	4,704.16	.00	.00	.00	4,704.16	.00
8-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER	.00	1,496.78	.00	.00	.00	1,496.78	.00
8-1312-431-00-121-687-0-734	SO. PALM GARDENS EST.#1-SUBDI	.00	42,764.98	.00	.00	.00	42,764.98	.00
8-1312-431-00-121-687-0-899	SO. PALM GARDENS EST.#1-CONTI	.00	7,442.83	.00	.00	.00	7,442.83	.00
8-1312-431-00-121-688-0-312	SO. PALM GARDENS EST.#2-INDIR	.00	1,944.08	.00	.00	.00	1,944.08	.00
8-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG &	.00	3,891.04	.00	.00	.00	3,891.04	.00
8-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER	.00	1,238.06	.00	.00	.00	1,238.06	.00
8-1312-431-00-121-688-0-734	SO. PALM GARDENS EST.#2-SUBDI	.00	35,373.00	.00	.00	.00	35,373.00	.00
		.00						

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1312 BORDER COLONIA ACCESS PROGRAM ROUND III								
8-1312-431-00-121-688-0-899	SO. PALM GARDENS EST.#2-CONTI		6,155.82	.00	.00	.00	6,155.82	.00
8-1312-431-00-121-790-0-312	VILLAGE GROVE #2-INDIRECT COS	.00	1,696.32	.00	.00	.00	1,696.32	.00
8-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH S	.00	3,379.10	.00	.00	.00	3,379.10	.00
8-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF S	.00	1,075.17	.00	.00	.00	1,075.17	.00
8-1312-431-00-121-790-0-734	VILLAGE GROVE #2-SUBDIVISION	.00	30,919.00	.00	.00	.00	30,919.00	.00
8-1312-431-00-121-790-0-899	VILLAGE GROVE #2-CONTINGENCY	.00	5,338.32	.00	.00	.00	5,338.32	.00
8-1312-431-00-121-804-0-312	WES-MER SUBDIVISION-INDIRECT	.00	3,155.05	.00	.00	.00	3,155.05	.00
8-1312-431-00-121-804-0-334	WES-MER SUBDIVISION-ENG & ARC	.00	7,179.31	.00	.00	.00	7,179.31	.00
8-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PRO	.00	2,284.33	.00	.00	.00	2,284.33	.00
8-1312-431-00-121-804-0-733	WES-MER SUBDIVISION-DRAINAGE	.00	10,800.00	.00	.00	.00	10,800.00	.00
8-1312-431-00-121-804-0-734	WES-MER SUBDIVISION-SUBDIVISI	.00	54,466.50	.00	.00	.00	54,466.50	.00
8-1312-431-00-121-804-0-899	WES-MER SUBDIVISION-CONTINGEN	.00	11,790.98	.00	.00	.00	11,790.98	.00
8-1312-431-00-121-855-0-312	ASH COUNTY-INDIRECT COST	.00	3,916.21	.00	.00	.00	3,916.21	.00
8-1312-431-00-121-855-0-334	ASH COUNTY-ENG & ARCH SRV	.00	10,430.01	.00	.00	.00	10,430.01	.00
8-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	.00	3,319.28	.00	.00	.00	3,319.28	.00
8-1312-431-00-121-855-0-733	ASH COUNTY-DRAINAGE DITCHES	.00	32,400.00	.00	.00	.00	32,400.00	.00
8-1312-431-00-121-855-0-734	ASH COUNTY-SUBDIVISION STREET	.00	62,438.50	.00	.00	.00	62,438.50	.00
8-1312-431-00-121-855-0-899	ASH COUNTY-CONTINGENCY	.00	17,801.35	.00	.00	.00	17,801.35	.00
8-1312-431-00-121-896-0-312	MCKEE #1-INDIRECT COST	.00	3,470.96	.00	.00	.00	3,470.96	.00
8-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV	.00	9,837.08	.00	.00	.00	9,837.08	.00
8-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	.00	3,129.98	.00	.00	.00	3,129.98	.00
8-1312-431-00-121-896-0-733	MCKEE #1-DRAINAGE DITCHES	.00	36,100.00	.00	.00	.00	36,100.00	.00
8-1312-431-00-121-896-0-734	MCKEE #1-SUBDIVISION STREETS	.00	53,328.00	.00	.00	.00	53,328.00	.00
8-1312-431-00-121-896-0-899	MCKEE #1-CONTINGENCY	.00	17,008.05	.00	.00	.00	17,008.05	.00
8-1312-431-00-121-932-0-312	INDIAN HILLS EAST-INDIRECT CO	.00	50,408.76	.00	.00	.00	50,408.76	.00
8-1312-431-00-121-932-0-334	INDIAN HILLS EAST-ENG & ARCH	.00	100,890.90	.00	.00	.00	100,890.90	.00
8-1312-431-00-121-932-0-339	INDIAN HILLS EAST-OTHER PROF	.00	32,101.65	.00	.00	.00	32,101.65	.00
8-1312-431-00-121-932-0-734	INDIAN HILLS EAST-SUBDIVISION	.00	917,190.00	.00	.00	.00	917,190.00	.00
8-1312-431-00-121-932-0-899	INDIAN HILLS EAST-CONTINGENCY	.00	159,627.75	.00	.00	.00	159,627.75	.00
8-1312-431-00-122-154-0-312	CITRIANA VILLAGE SUBD-INDIREC	.00	12,795.00	.00	.00	.00	12,795.00	.00
8-1312-431-00-122-154-0-334	CITRIANA VILLAGE SUBD-ENG & A	.00	44,375.45	.00	.00	.00	44,375.45	.00
8-1312-431-00-122-154-0-339	CITRIANA VILLAGE SUBD-OTHER P	.00	14,119.46	.00	.00	.00	14,119.46	.00
8-1312-431-00-122-154-0-733	CITRIANA VILLAGE SUBD-DRAINAG	.00	165,795.00	.00	.00	.00	165,795.00	.00

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1312 BORDER COLONIA ACCESS PROGRAM ROUND III								
8-1312-431-00-122-154-0-734	CITRIANA VILLAGE SUBD-SUBD ST	.00	237,618.23	.00	.00	.00	237,618.23	.00
8-1312-431-00-122-154-0-899	CITRIANA VILLAGE SUBD-CONTING	.00	10,966.82	.00	.00	.00	10,966.82	.00
8-1312-431-00-122-262-0-312	ESPERANZA ESTATES SUBD-INDIRE	.00	4,603.51	.00	.00	.00	4,603.51	.00
8-1312-431-00-122-262-0-334	ESPERANZA ESTATES SUBD-ENG &	.00	18,648.61	.00	.00	.00	18,648.61	.00
8-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER	.00	5,933.65	.00	.00	.00	5,933.65	.00
8-1312-431-00-122-262-0-733	ESPERANZA ESTATES SUBD-DRAINA	.00	87,255.00	.00	.00	.00	87,255.00	.00
8-1312-431-00-122-262-0-734	ESPERANZA ESTATES SUBD-SUBD S	.00	82,277.77	.00	.00	.00	82,277.77	.00
8-1312-431-00-122-262-0-899	ESPERANZA ESTATES SUBD-CONTIN	.00	3,624.27	.00	.00	.00	3,624.27	.00
8-1312-431-00-122-413-0-312	LAS MILPAS SUBD-INDIRECT COST	.00	4,682.90	.00	.00	.00	4,682.90	.00
8-1312-431-00-122-413-0-334	LAS MILPAS SUBD-ENGINEER & AR	.00	17,407.93	.00	.00	.00	17,407.93	.00
8-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SR	.00	5,538.89	.00	.00	.00	5,538.89	.00
8-1312-431-00-122-413-0-733	LAS MILPAS SUBD-DRAINAGE DITC	.00	72,685.00	.00	.00	.00	72,685.00	.00
8-1312-431-00-122-413-0-734	LAS MILPAS SUBD-SUBDIVISION S	.00	85,568.88	.00	.00	.00	85,568.88	.00
8-1312-431-00-122-413-0-899	LAS MILPAS SUBD-CONTINGENCY	.00	3,873.99	.00	.00	.00	3,873.99	.00
8-1312-431-00-122-454-0-312	MCCOLL ESTATES SUBD-INDIRECT	.00	4,496.91	.00	.00	.00	4,496.91	.00
8-1312-431-00-122-454-0-334	MCCOLL ESTATES SUBD-ENG & ARC	.00	16,626.81	.00	.00	.00	16,626.81	.00
8-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PRO	.00	5,290.35	.00	.00	.00	5,290.35	.00
8-1312-431-00-122-454-0-733	MCCOLL ESTATES SUBD-DRAINAGE	.00	68,875.00	.00	.00	.00	68,875.00	.00
8-1312-431-00-122-454-0-734	MCCOLL ESTATES SUBD-SUBDIVISI	.00	82,277.77	.00	.00	.00	82,277.77	.00
8-1312-431-00-122-454-0-899	MCCOLL ESTATES SUBD-CONTINGEN	.00	3,730.87	.00	.00	.00	3,730.87	.00
8-1312-431-00-122-460-1-312	MESQUITE ACRES SUBD-INDIRECT	.00	5,028.99	.00	.00	.00	5,028.99	.00
8-1312-431-00-122-460-1-334	MESQUITE ACRES SUBD-ENGINEER	.00	20,675.95	.00	.00	.00	20,675.95	.00
8-1312-431-00-122-460-1-339	MESQUITE ACRES SUBD-OTHER PRO	.00	6,578.71	.00	.00	.00	6,578.71	.00
8-1312-431-00-122-460-1-733	MESQUITE ACRES SUBD-DRAINAGE	.00	98,445.00	.00	.00	.00	98,445.00	.00
8-1312-431-00-122-460-1-734	MESQUITE ACRES SUBD-SUBDIVISI	.00	89,518.23	.00	.00	.00	89,518.23	.00
8-1312-431-00-122-460-1-899	MESQUITE ACRES SUBD-CONTINGEN	.00	3,922.83	.00	.00	.00	3,922.83	.00
8-1312-431-00-122-465-1-312	MILLER RESUB LOT A SUBD-INDIR	.00	3,041.51	.00	.00	.00	3,041.51	.00
8-1312-431-00-122-465-1-334	MILLER RESUB LOT A SUBD -ENG	.00	12,643.31	.00	.00	.00	12,643.31	.00
8-1312-431-00-122-465-1-339	MILLER RESUB LOT A SUBD -OTHE	.00	4,022.87	.00	.00	.00	4,022.87	.00
8-1312-431-00-122-465-1-733	MILLER RESUB LOT A SUBD-DRAIN	.00	60,965.00	.00	.00	.00	60,965.00	.00
8-1312-431-00-122-465-1-734	MILLER RESUB LOT A SUBD-SUBD	.00	53,974.23	.00	.00	.00	53,974.23	.00
8-1312-431-00-122-465-1-899	MILLER RESUB LOT A SUBD-CONTI	.00	2,355.91	.00	.00	.00	2,355.91	.00
8-1312-431-00-122-596-0-312	RANCHO ESCONDIDO SUBD-INDIREC	.00	10,782.08	.00	.00	.00	10,782.08	.00
		.00						

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1312 BORDER COLONIA ACCESS PROGRAM ROUND III								
8-1312-431-00-122-596-0-334	RANCHO ESCONDIDO SUBD-ENG & A		41,627.62	.00	.00	.00	41,627.62	.00
8-1312-431-00-122-596-0-339	RANCHO ESCONDIDO SUBD-OTHER P	.00	13,245.15	.00	.00	.00	13,245.15	.00
8-1312-431-00-122-596-0-733	RANCHO ESCONDIDO SUBD-DRAINAG	.00	183,270.00	.00	.00	.00	183,270.00	.00
8-1312-431-00-122-596-0-734	RANCHO ESCONDIDO SUBD-SUBD ST	.00	195,162.89	.00	.00	.00	195,162.89	.00
8-1312-431-00-122-596-0-899	RANCHO ESCONDIDO SUBD-CONTING	.00	8,734.21	.00	.00	.00	8,734.21	.00
8-1312-431-00-122-890-0-312	LOS ENCINOS #1 SUBD-INDIRECT	.00	1,800.00	.00	.00	.00	1,800.00	.00
8-1312-431-00-122-890-0-334	LOS ENCINOS #1SUBD-ENGINEER &	.00	7,829.76	.00	.00	.00	7,829.76	.00
8-1312-431-00-122-890-0-339	LOS ENCINOS #1 SUBD-OTHER PRO	.00	2,491.29	.00	.00	.00	2,491.29	.00
8-1312-431-00-122-890-0-733	LOS ENCINOS #1 SUBD-DRAINAGE	.00	39,585.00	.00	.00	.00	39,585.00	.00
8-1312-431-00-122-890-0-734	LOS ENCINOS #1 SUBD-SUBDIVISI	.00	31,519.48	.00	.00	.00	31,519.48	.00
8-1312-431-00-122-890-0-899	LOS ENCINOS #1 SUBD-CONTINGEN	.00	1,359.47	.00	.00	.00	1,359.47	.00
8-1312-431-00-122-891-0-312	LOS ENCINOS #2 SUBD-INDIRECT	.00	4,539.20	.00	.00	.00	4,539.20	.00
8-1312-431-00-122-891-0-334	LOS ENCINOS #2 SUBD-ENG & ARC	.00	20,175.28	.00	.00	.00	20,175.28	.00
8-1312-431-00-122-891-0-339	LOS ENCINOS #2 SUBD-OTHER PRO	.00	6,419.41	.00	.00	.00	6,419.41	.00
8-1312-431-00-122-891-0-733	LOS ENCINOS #2 SUBD-DRAINAGE	.00	104,425.00	.00	.00	.00	104,425.00	.00
8-1312-431-00-122-891-0-734	LOS ENCINOS #2 SUBD-SUBDIVISI	.00	78,986.67	.00	.00	.00	78,986.67	.00
8-1312-431-00-122-891-0-899	LOS ENCINOS #2 SUBD-CONTINGEN	.00	3,359.47	.00	.00	.00	3,359.47	.00
8-1312-431-00-122-900-0-312	MORNINGSIDE SOUTH SUBD-INDIRE	.00	8,698.36	.00	.00	.00	8,698.36	.00
8-1312-431-00-122-900-0-334	MORNINGSIDE SOUTH SUBD-ENG &	.00	33,142.82	.00	.00	.00	33,142.82	.00
8-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH SUBD-OTHER	.00	10,545.44	.00	.00	.00	10,545.44	.00
8-1312-431-00-122-900-0-733	MORNINGSIDE SOUTH SUBD-DRAINA	.00	143,325.00	.00	.00	.00	143,325.00	.00
8-1312-431-00-122-900-0-734	MORNINGSIDE SOUTH SUBD-SUBD S	.00	157,973.34	.00	.00	.00	157,973.34	.00
8-1312-431-00-122-900-0-899	MORNINGSIDE SOUTH SUBD-CONTIN	.00	7,098.97	.00	.00	.00	7,098.97	.00
8-1312-431-00-122-937-0-312	ALDAMAS SUBD 1 & 2-INDIRECT C	.00	11,831.37	.00	.00	.00	11,831.37	.00
8-1312-431-00-122-937-0-334	ALDAMAS SUBD 1 & 2-ENG & ARCH	.00	47,521.38	.00	.00	.00	47,521.38	.00
8-1312-431-00-122-937-0-339	ALDAMAS SUBD 1 & 2-OTHER PROF	.00	15,120.44	.00	.00	.00	15,120.44	.00
8-1312-431-00-122-937-0-733	ALDAMAS SUBD 1 & 2-DRAINAGE D	.00	220,065.00	.00	.00	.00	220,065.00	.00
8-1312-431-00-122-937-0-734	ALDAMAS SUBD 1 & 2-SUBDIVISIO	.00	211,947.55	.00	.00	.00	211,947.55	.00
8-1312-431-00-122-937-0-899	ALDAMAS SUBD 1 & 2-CONTINGENC	.00	9,363.39	.00	.00	.00	9,363.39	.00
8-1312-431-00-122-940-0-312	SUNDOWNERS RTMNT CTR SUBD-IND	.00	4,354.83	.00	.00	.00	4,354.83	.00
8-1312-431-00-122-940-0-334	SUNDOWNERS RTMNT CTR SUB-ENG	.00	19,424.96	.00	.00	.00	19,424.96	.00
8-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHE	.00	6,180.67	.00	.00	.00	6,180.67	.00
8-1312-431-00-122-940-0-733	SUNDOWNERS RTMNT CTR SU-DRAIN	.00	100,895.00	.00	.00	.00	100,895.00	.00
8-1312-431-00-122-940-0-734	SUNDOWNERS RTMNT CTR SUBD-SUB	.00	75,695.55	.00	.00	.00	75,695.55	.00

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1312 BORDER COLONIA ACCESS PROGRAM ROUND III								
8-1312-431-00-122-940-0-899	SUNDOWNERS RTMNT CTR SUBD-CON	.00	3,214.73	.00	.00	.00	3,214.73	.00
8-1312-431-00-123-055-0-312	ARIEL HINOJOSA SUBD-INDIRECT	.00	4,859.68	.00	.00	.00	4,859.68	.00
8-1312-431-00-123-055-0-334	ARIEL HINOJOSA SUBD-ENG&ARCH	.00	12,882.10	.00	.00	.00	12,882.10	.00
8-1312-431-00-123-055-0-339	ARIEL HINOJOSA SUBD-OTHER PRO	.00	4,098.85	.00	.00	.00	4,098.85	.00
8-1312-431-00-123-055-0-733	ARIEL HINOJOSA SUBD-DRAINAGE	.00	24,310.00	.00	.00	.00	24,310.00	.00
8-1312-431-00-123-055-0-734	ARIEL HINOJOSA SUBD-SUBDIVISI	.00	92,800.00	.00	.00	.00	92,800.00	.00
8-1312-431-00-123-055-0-899	ARIEL HINOJOSA SUBD-CONTINGEN	.00	6,851.32	.00	.00	.00	6,851.32	.00
8-1312-431-00-123-079-0-312	BASHAM #14-INDIRECT COST	.00	7,546.84	.00	.00	.00	7,546.84	.00
8-1312-431-00-123-079-0-334	BASHAM #14-ENG & ARCH SRV	.00	21,845.48	.00	.00	.00	21,845.48	.00
8-1312-431-00-123-079-0-339	BASHAM #14-OTHER PROFESSIONAL	.00	6,950.83	.00	.00	.00	6,950.83	.00
8-1312-431-00-123-079-0-733	BASHAM #14-DRAINAGE DITCHES	.00	58,580.00	.00	.00	.00	58,580.00	.00
8-1312-431-00-123-079-0-734	BASHAM #14-SUBDIVISION STREET	.00	140,015.25	.00	.00	.00	140,015.25	.00
8-1312-431-00-123-079-0-899	BASHAM #14-CONTINGENCY	.00	12,312.69	.00	.00	.00	12,312.69	.00
8-1312-431-00-123-082-0-312	BASHAM #18-INDIRECT COST	.00	4,965.88	.00	.00	.00	4,965.88	.00
8-1312-431-00-123-082-0-334	BASHAM #18-ENG & ARCH SRV	.00	14,773.31	.00	.00	.00	14,773.31	.00
8-1312-431-00-123-082-0-339	BASHAM #18-OTHER PROFESSIONAL	.00	4,700.60	.00	.00	.00	4,700.60	.00
8-1312-431-00-123-082-0-733	BASHAM #18-DRAINAGE DITCH & S	.00	43,060.00	.00	.00	.00	43,060.00	.00
8-1312-431-00-123-082-0-734	BASHAM #18-SUBDIVISION STREET	.00	91,242.85	.00	.00	.00	91,242.85	.00
8-1312-431-00-123-082-0-899	BASHAM #18-CONTINGENCY	.00	8,464.41	.00	.00	.00	8,464.41	.00
8-1312-431-00-123-111-0-312	BLUE STAR ENTERPRISE #2-INDIR	.00	8,126.55	.00	.00	.00	8,126.55	.00
8-1312-431-00-123-111-0-334	BLUE STAR ENTERPRISE #2-ENG &	.00	25,376.31	.00	.00	.00	25,376.31	.00
8-1312-431-00-123-111-0-339	BLUE STAR ENTERPRISE #2-OTHER	.00	8,074.28	.00	.00	.00	8,074.28	.00
8-1312-431-00-123-111-0-733	BLUE STAR ENTERPRISE #2-DRAIN	.00	84,050.00	.00	.00	.00	84,050.00	.00
8-1312-431-00-123-111-0-734	BLUE STAR ENTERPRISE #2-SUBDI	.00	146,643.75	.00	.00	.00	146,643.75	.00
8-1312-431-00-123-111-0-899	BLUE STAR ENTERPRISE #2-CONTI	.00	14,942.83	.00	.00	.00	14,942.83	.00
8-1312-431-00-123-234-0-312	DUDE HILL #1-INDIRECT COST	.00	2,400.00	.00	.00	.00	2,400.00	.00
8-1312-431-00-123-234-0-334	DUDE HILL #1-ENG & ARCH SRV	.00	7,748.48	.00	.00	.00	7,748.48	.00
8-1312-431-00-123-234-0-339	DUDE HILL #1-OTHER PROFESSION	.00	2,465.43	.00	.00	.00	2,465.43	.00
8-1312-431-00-123-234-0-733	DUDE HILL #1-DRAINAGE DITCHES	.00	28,335.00	.00	.00	.00	28,335.00	.00
8-1312-431-00-123-234-0-734	DUDE HILL #1-SUBDIVISION STRE	.00	42,656.46	.00	.00	.00	42,656.46	.00
8-1312-431-00-123-234-0-899	DUDE HILL #1-CONTINGENCY	.00	4,729.63	.00	.00	.00	4,729.63	.00
8-1312-431-00-123-310-0-312	HAVANA LOMAS #4-INDIRECT COS	.00	4,195.64	.00	.00	.00	4,195.64	.00
8-1312-431-00-123-310-0-334	HAVANA LOMAS #4-ENG & ARCH SR	.00	11,804.10	.00	.00	.00	11,804.10	.00

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1312 BORDER COLONIA ACCESS PROGRAM ROUND III								
8-1312-431-00-123-310-0-339	HAVANA LOMAS #4-OTHER PROFESS	.00	3,755.85	.00	.00	.00	3,755.85	.00
8-1312-431-00-123-310-0-733	HAVANA LOMAS #4-DRAINAGE DITC	.00	28,710.00	.00	.00	.00	28,710.00	.00
8-1312-431-00-123-310-0-734	HAVANA LOMAS #4-SUBDIVISION S	.00	78,600.00	.00	.00	.00	78,600.00	.00
8-1312-431-00-123-310-0-899	HAVANA LOMAS #4-CONTINGENCY	.00	6,535.36	.00	.00	.00	6,535.36	.00
8-1312-431-00-123-311-0-312	HAVANA LOMAS #5-INDIRECT COS	.00	2,600.00	.00	.00	.00	2,600.00	.00
8-1312-431-00-123-311-0-334	HAVANA LOMAS #5-ENG & ARCH SR	.00	7,965.05	.00	.00	.00	7,965.05	.00
8-1312-431-00-123-311-0-339	HAVANA LOMAS #5-OTHER PROFESS	.00	2,534.33	.00	.00	.00	2,534.33	.00
8-1312-431-00-123-311-0-733	HAVANA LOMAS #5-DRAINAGE DITC	.00	25,150.00	.00	.00	.00	25,150.00	.00
8-1312-431-00-123-311-0-734	HAVANA LOMAS #5-SUBDIVISION S	.00	47,259.67	.00	.00	.00	47,259.67	.00
8-1312-431-00-123-311-0-899	HAVANA LOMAS #5-CONTINGENCY	.00	4,640.95	.00	.00	.00	4,640.95	.00
8-1312-431-00-123-324-0-312	HILDA SUBDIVISION #2-INDIRECT	.00	4,800.00	.00	.00	.00	4,800.00	.00
8-1312-431-00-123-324-0-334	HILDA SUBDIVISION #2-ENG & AR	.00	16,083.32	.00	.00	.00	16,083.32	.00
8-1312-431-00-123-324-0-339	HILDA SUBDIVISION #2-OTHER PR	.00	5,117.42	.00	.00	.00	5,117.42	.00
8-1312-431-00-123-324-0-733	HILDA SUBDIVISION #2-DRAINAGE	.00	62,020.00	.00	.00	.00	62,020.00	.00
8-1312-431-00-123-324-0-734	HILDA SUBDIVISION #2-SUBDIVIS	.00	84,176.06	.00	.00	.00	84,176.06	.00
8-1312-431-00-123-324-0-899	HILDA SUBDIVISION #2-CONTINGE	.00	9,823.20	.00	.00	.00	9,823.20	.00
8-1312-431-00-123-348-0-312	JARDIN TERRACE SUBDIVISION-IN	.00	5,600.00	.00	.00	.00	5,600.00	.00
8-1312-431-00-123-348-0-334	JARDIN TERRACE SUBDIVISION-EN	.00	16,349.27	.00	.00	.00	16,349.27	.00
8-1312-431-00-123-348-0-339	JARDIN TERRACE SUBDIVISION-OT	.00	5,201.09	.00	.00	.00	5,201.09	.00
8-1312-431-00-123-348-0-733	JARDIN TERRACE SUBDIVISION-DR	.00	45,510.00	.00	.00	.00	45,510.00	.00
8-1312-431-00-123-348-0-734	JARDIN TERRACE SUBDIVISION-SU	.00	103,589.38	.00	.00	.00	103,589.38	.00
8-1312-431-00-123-348-0-899	JARDIN TERRACE SUBDIVISION-CO	.00	9,260.26	.00	.00	.00	9,260.26	.00
8-1312-431-00-123-380-0-312	LA HOMA GROVE ESTATES-INDIREC	.00	4,712.63	.00	.00	.00	4,712.63	.00
8-1312-431-00-123-380-0-334	LA HOMA GROVE ESTATES-ENG & A	.00	13,714.72	.00	.00	.00	13,714.72	.00
8-1312-431-00-123-380-0-339	LA HOMA GROVE ESTATES-OTHER P	.00	4,363.77	.00	.00	.00	4,363.77	.00
8-1312-431-00-123-380-0-733	LA HOMA GROVE ESTATES-DRAINGE	.00	37,410.00	.00	.00	.00	37,410.00	.00
8-1312-431-00-123-380-0-734	LA HOMA GROVE ESTATES-SUBDIVS	.00	87,269.25	.00	.00	.00	87,269.25	.00
8-1312-431-00-123-380-0-899	LA HOMA GROVE ESTATES-CONTING	.00	7,755.30	.00	.00	.00	7,755.30	.00
8-1312-431-00-123-397-0-312	LA SUENA SUBDIVISION-INDIRECT	.00	9,263.17	.00	.00	.00	9,263.17	.00
8-1312-431-00-123-397-0-334	LA SUENA SUBDIVISION-ENG & AR	.00	31,595.12	.00	.00	.00	31,595.12	.00
8-1312-431-00-123-397-0-339	LA SUENA SUBDIVISION-OTHER PR	.00	10,052.99	.00	.00	.00	10,052.99	.00
8-1312-431-00-123-397-0-733	LA SUENA SUBDIVISION-DRAINGE	.00	126,020.00	.00	.00	.00	126,020.00	.00
8-1312-431-00-123-397-0-734	LA SUENA SUBDIVISION-SUBDIVSI	.00	161,208.41	.00	.00	.00	161,208.41	.00
8-1312-431-00-123-397-0-899	LA SUENA SUBDIVISION-CONTINGE	.00	19,459.67	.00	.00	.00	19,459.67	.00

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1312 BORDER COLONIA ACCESS PROGRAM ROUND III								
8-1312-431-00-123-470-1-312	MONICA ACRES-INDIRECT COST	.00	2,927.50	.00	.00	.00	2,927.50	.00
8-1312-431-00-123-470-1-334	MONICA ACRES-ENG & ARCH SRV	.00	9,603.80	.00	.00	.00	9,603.80	.00
8-1312-431-00-123-470-1-339	MONICA ACRES-OTHER PROFESSION	.00	3,055.75	.00	.00	.00	3,055.75	.00
8-1312-431-00-123-470-1-733	MONICA ACRES-DRAINGE DITCHES	.00	35,510.00	.00	.00	.00	35,510.00	.00
8-1312-431-00-123-470-1-734	MONICA ACRES-SUBDIVSION STREE	.00	51,797.25	.00	.00	.00	51,797.25	.00
8-1312-431-00-123-470-1-899	MONICA ACRES-CONTINGENCY	.00	5,803.23	.00	.00	.00	5,803.23	.00
8-1312-431-00-123-536-0-312	PALM LAKE ESTATES #1-INDIRECT	.00	19,861.65	.00	.00	.00	19,861.65	.00
8-1312-431-00-123-536-0-334	PALM LAKE ESTATES #1-ENG & AR	.00	79,205.50	.00	.00	.00	79,205.50	.00
8-1312-431-00-123-536-0-339	PALM LAKE ESTATES #1-OTHER PR	.00	25,201.75	.00	.00	.00	25,201.75	.00
8-1312-431-00-123-536-0-733	PALM LAKE ESTATES #1-DRAINGE	.00	202,072.00	.00	.00	.00	202,072.00	.00
8-1312-431-00-123-536-0-734	PALM LAKE ESTATES #1-SUBDIVSI	.00	320,128.93	.00	.00	.00	320,128.93	.00
8-1312-431-00-123-536-0-899	PALM LAKE ESTATES #1-CONTINGE	.00	52,143.35	.00	.00	.00	52,143.35	.00
8-1312-431-00-123-536-1-733	PALM LAKE ESTS #1-DRAINGE DIT	.00	57,227.00	.00	.00	.00	57,227.00	.00
8-1312-431-00-123-536-1-734	PALM LAKE ESTS #1-SUBDIVSION	.00	140,622.00	.00	.00	.00	140,622.00	.00
8-1312-431-00-123-587-0-312	RAMIREZ SUBDIVISION-INDIRECT	.00	2,000.00	.00	.00	.00	2,000.00	.00
8-1312-431-00-123-587-0-334	RAMIREZ SUBDIVISION-ENG & ARC	.00	6,724.97	.00	.00	.00	6,724.97	.00
8-1312-431-00-123-587-0-339	RAMIREZ SUBDIVISION-OTHER PRO	.00	2,139.77	.00	.00	.00	2,139.77	.00
8-1312-431-00-123-587-0-733	RAMIREZ SUBDIVISION-DRAINGE D	.00	26,910.00	.00	.00	.00	26,910.00	.00
8-1312-431-00-123-587-0-734	RAMIREZ SUBDIVISION-SUBDIVSIO	.00	35,021.64	.00	.00	.00	35,021.64	.00
8-1312-431-00-123-587-0-899	RAMIREZ SUBDIVISION-CONTINGEN	.00	4,113.62	.00	.00	.00	4,113.62	.00
8-1312-431-00-123-588-0-312	RAMIREZ SUBDIVISION #2-INDIRE	.00	2,000.00	.00	.00	.00	2,000.00	.00
8-1312-431-00-123-588-0-334	RAMIREZ SUBDIVISION #2-ENG &	.00	6,191.25	.00	.00	.00	6,191.25	.00
8-1312-431-00-123-588-0-339	RAMIREZ SUBDIVISION #2-OTHER	.00	1,969.95	.00	.00	.00	1,969.95	.00
8-1312-431-00-123-588-0-733	RAMIREZ SUBDIVISION #2-DRAING	.00	20,560.00	.00	.00	.00	20,560.00	.00
8-1312-431-00-123-588-0-734	RAMIREZ SUBDIVISION #2-SUBDIV	.00	36,210.39	.00	.00	.00	36,210.39	.00
8-1312-431-00-123-588-0-899	RAMIREZ SUBDIVISION #2-CONTIN	.00	3,628.41	.00	.00	.00	3,628.41	.00
8-1312-431-00-123-589-0-312	RAMIREZ SUBDIVISION #3-INDIRE	.00	1,398.48	.00	.00	.00	1,398.48	.00
8-1312-431-00-123-589-0-334	RAMIREZ SUBDIVISION #3-ENG &	.00	5,842.10	.00	.00	.00	5,842.10	.00
8-1312-431-00-123-589-0-339	RAMIREZ SUBDIVISION #3-OTHER	.00	1,858.85	.00	.00	.00	1,858.85	.00
8-1312-431-00-123-589-0-733	RAMIREZ SUBDIVISION #3-DRAING	.00	31,160.00	.00	.00	.00	31,160.00	.00
8-1312-431-00-123-589-0-734	RAMIREZ SUBDIVISION #3-SUBDIV	.00	21,950.00	.00	.00	.00	21,950.00	.00
8-1312-431-00-123-589-0-899	RAMIREZ SUBDIVISION #3-CONTIN	.00	3,912.52	.00	.00	.00	3,912.52	.00
8-1312-431-00-123-591-0-312	RAMON LEAL SUBDIVISION-INDIRE	.00	2,821.92	.00	.00	.00	2,821.92	.00
8-1312-431-00-123-591-0-334	RAMON LEAL SUBDIVISION-ENG &	.00	7,608.82	.00	.00	.00	7,608.82	

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1312 BORDER COLONIA ACCESS PROGRAM ROUND III								
								.00
8-1312-431-00-123-591-0-339	RAMON LEAL SUBDIVISION-OTHER	.00	2,420.99	.00	.00	.00	2,420.99	.00
8-1312-431-00-123-591-0-733	RAMON LEAL SUBDIVISION-DRAING	.00	15,570.00	.00	.00	.00	15,570.00	.00
8-1312-431-00-123-591-0-734	RAMON LEAL SUBDIVISION-SUBDIV	.00	53,600.99	.00	.00	.00	53,600.99	.00
8-1312-431-00-123-591-0-899	RAMON LEAL SUBDIVISION-CONTIN	.00	4,095.18	.00	.00	.00	4,095.18	.00
8-1312-431-00-123-600-0-312	RANDOLPH BARNETT #1-INDIRECT	.00	2,400.00	.00	.00	.00	2,400.00	.00
8-1312-431-00-123-600-0-334	RANDOLPH BARNETT #1-ENG & ARC	.00	7,893.61	.00	.00	.00	7,893.61	.00
8-1312-431-00-123-600-0-339	RANDOLPH BARNETT #1-OTHER PRO	.00	2,511.60	.00	.00	.00	2,511.60	.00
8-1312-431-00-123-600-0-733	RANDOLPH BARNETT #1-DRAINGE D	.00	30,610.00	.00	.00	.00	30,610.00	.00
8-1312-431-00-123-600-0-734	RANDOLPH BARNETT #1-SUBDIVSIO	.00	42,418.78	.00	.00	.00	42,418.78	.00
8-1312-431-00-123-600-0-899	RANDOLPH BARNETT #1-CONTINGEN	.00	4,776.01	.00	.00	.00	4,776.01	.00
8-1312-431-00-123-606-0-312	REGAL ESTATES-INDIRECT COST	.00	4,800.00	.00	.00	.00	4,800.00	.00
8-1312-431-00-123-606-0-334	REGAL ESTATES-ENG & ARCH SRV	.00	16,855.25	.00	.00	.00	16,855.25	.00
8-1312-431-00-123-606-0-339	REGAL ESTATES-OTHER PROFSNL S	.00	5,363.03	.00	.00	.00	5,363.03	.00
8-1312-431-00-123-606-0-733	REGAL ESTATES-DRAINGE DITCHE	.00	71,110.00	.00	.00	.00	71,110.00	.00
8-1312-431-00-123-606-0-734	REGAL ESTATES-SUBDIVSION STRE	.00	82,458.77	.00	.00	.00	82,458.77	.00
8-1312-431-00-123-606-0-899	REGAL ESTATES-CONTINGENCY	.00	10,522.95	.00	.00	.00	10,522.95	.00
8-1312-431-00-123-780-1-312	VEREDA TROPICAL-INDIRECT COS	.00	4,772.29	.00	.00	.00	4,772.29	.00
8-1312-431-00-123-780-1-334	VEREDA TROPICAL-ENG & ARCH SR	.00	12,808.35	.00	.00	.00	12,808.35	.00
8-1312-431-00-123-780-1-339	VEREDA TROPICAL-OTHER PROFESS	.00	4,075.38	.00	.00	.00	4,075.38	.00
8-1312-431-00-123-780-1-733	VEREDA TROPICAL-DRAINGE DITCH	.00	25,660.00	.00	.00	.00	25,660.00	.00
8-1312-431-00-123-780-1-734	VEREDA TROPICAL-SUBDIVSION ST	.00	90,779.50	.00	.00	.00	90,779.50	.00
8-1312-431-00-123-780-1-899	VEREDA TROPICAL-CONTINGENCY	.00	6,871.66	.00	.00	.00	6,871.66	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**.00**	**10,659,837.89**	**.00**	**.00**	**.00**	**10,659,837.89**	**.00**
8 YEAR		**.00**	**10,659,837.89**	**.00**	**.00**	**.00**	**10,659,837.89**	**.00**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-08-028-_____-_____

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 **TEDSI INFRASTRUCTURE GROUP, Inc.,** professional engineers of Mission, 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 Round III for **Hidalgo County Precinct No 1** (hereinafter referred to as the **"Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work 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 **Enginee**r 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 **Enginee**r 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 **Owne**r in writing, In the event the **Owne**r 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 **Enginee**r 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 **Enginee**r, 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	**TEDSI INFRASTRUCTURE GROUP, Inc.**
Attn: Agapito Vargas	**ATTN: Jesse Salinas**
301 East State Street	**1201 E EX PRESSWAY 83**
Pharr, Texas 78577	**Mission, Texas 78572**

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

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral 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: TESDI INFRASTRUCTURE GROUP

BY:_____
Jesse Salinas
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 Round III 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 development 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, specification reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable 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

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROUND III

DIRECT LABOR

Labor/Staff	CONTRACT RATE	CONTRACT RATE

Classification	FY09	FY10
Sr. Project Manager	$225.00	$236.00
Project Manager	$184.00	$193.00
Sr. Engineer	$160.00	$168.00
Project Engineer	$143.00	$150.00
Design Engineer	$108.00	$113.00
Sr. Engineer Tech	$122.00	$128.00
Engineering Techr	$108.00	$113.00
CADD Operator	$101.00	$106.00
Admin/Clerical	$75.00	$79.00

DIRECT EXPENSES

DESCRIPTON	UNIT	COST
Mileage	MILE	$ Current GSA Travel Rate/Mi.
Car Rental	DAY	$ 100.00
Lodging (in state)	Day/Person	$ 85.00
Meals	DAY/PERSON	$ 36.00
Air Travel	ROUND TRIP/PERSON	$ Coach Rate
Overnight Carrier (11”x 17”Box)	EA	$40.00
GPS Equipment	HR	$50.00
Copies (8 ½ x 11)	EA	$0.10
Color Copies (8 ½ x 11)	EA	$0.50
Copies (11 x 17)	EA	$1.20
Color Copies (11 x 17)	EA	$2.00/ea
Mylar (11 x 17) Plots	EA	$2.00
Color Mylar (11 x 17) Plots	EA	$4.25
Bond Plots	SF	$1.00
Color Bond Plots	SF	$2.50
Mylar Plots	SF	$2.50
Color Mylar Plots	SF	$5.00
Photo Quality Color Plots	SF	$6.00

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 = **$ 348,388.00**

(Subject to Adjustment as indicated above)

Phase **I** = 45% of the Service Fee

Phase **II** = 45% of the Service Fee

Phase **III** = 10% of the Service Fee

Allocation

Colonia	No. St(s)	Name of Street(s)	CSJ	Length (LF)	Appropriate Project Cost	Survey Fee	Engineer Fee
Ash Country	1	Ceniza Dr.	3C1080855	1,150	$130,305	$2,845	$9,673
Balli Estates	7	Cynthia Ave, East Balli Dr., Minnie Ave., North Balli Dr., Sandra Ave., Thelma Ave. & West Balli Dr.	3C1080063	6,055	$536,612	$11,716	$39,836
Chapa North	1	North Road	3C1080148	1,300	$85,771	$1,873	$6,367
Chapa South	1	South Road	3C1080149	1,300	$75,878	$1,657	$5,633
Engleman #2	1	Church Road	3C1080185	1,180	$124,803	$2,725	$9,265
De Anda Subd.	2	Pedro St. & David St.	3C1080215	630	$64,325	$1,404	$4,775
High Point Subd.	2	North Lane & South Lane	3C1080319	1,700	$121,187	$2,646	$8,996
Indian Hills East	11	Shawnee Dr., Creek Dr., Tejas Dr., Seminole Dr., Cheyenne Dr., Compacuas Dr., Cherokee Dr., Santawan Dr., Kickapoo Dr., Gaddoe Dr. & Wichita Dr.	3C1080932	14,220	$1,260,219	$27,516	$93,553
La Mesa Subd.	3	Sierra Dr., Montana Dr. & Mesquite Dr.	3C1080387	1,700	$209,981	$4,585	$15,588
McKee Subd.	1	Walter Wagers St.	3C1080896	1250	$122,874	$2,683	$9,122
Mid-Valley Est.	4	Carol St., Evelyn St., Lucille St. & Alma St.	3C1080461	2,750	$234,851	$5,128	$17,434
South Palm Gardens Est. #1	2	Palm Parkway St. & Kalanchoe St.	3C1080687	805	$58,759	$1,283	$4,362
South Palm Gardens Est. #2	2	Palm Parkway St. & Jade St.	3C1080688	651	$48,602	$1,061	$3,608
Village Grove #2	1	Clark St.	3C1080790	1,355	$42,408	$ 926	$3,148
Wes-Mer Subd.	1	Jose E. Pulido St.	3C1080804	1,240	$89,676	$1,958	$6,657
			Subtotal	**37,286**	**$3,206,251**	**$70,006**	**$238,017**

Competitive

Colonia	No. St(s)	Name of Street(s)	CSJ	Length (LF)	Appropriate Project Cost	Survey Fee	Engineer Fee
Delta West Subd.	4	Esperanza St., Portillo St., Cenizo St. & Jeanine St.	3C1080220	4000	$355,569	$7,764	$26,396
Diaz Subd.	1	Diaz St.	3C1080228	700	$64,595	$1,410	$4,795
			Subtotal	**4700**	**$420,164**	**$9,174**	**$31,191**
			TOTAL	**41,986 LF**	**$3,626,415**	**$79,180**	**$269,208**

TOTAL BASIC SERVICE FEE **$348,388.00**

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-028-00-00
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, TEDSI Infrastrucutre Group Inc., professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide_____.

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.____1_____
Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1 :

BY:_____
Commissioner Sylvia Handy

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:
TEDSI INFRASTRUCTURE GROUP, INC.

_____
By: _____

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

C-CAP-08-028-00-00

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:
TEDSI INFRASTRUCTURE GROUP, INC.

BY:_____
Jesse Salinas

Address for Giving Notices:
1201 E EXPRESSWAY 83
MISSION, TEXAS 78572

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

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-08-029A-_____-_____

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 Round III 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 **April 21, 2010** (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 **Enginee**r 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 **Enginee**r 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 **Owne**r in writing, In the event the **Owne**r 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 **Enginee**r 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 **Enginee**r, 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	**R. Gutierrez Engineering**
Attn: Agapito Vargas	**Attn: Ramiro Gutierrez, P.E., President**
301 East State Street	**130 East Park Avenue**
Pharr, Texas 78577	**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 **6th** day of **MAY**, 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 Third Call of Proposition Three 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, specification reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable 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-08-029A-_____-____
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

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-08-030A-_____-_____

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 Round III 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

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 **April 21, 2010** (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 **Enginee**r 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 **Enginee**r 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 **Owne**r in writing, In the event the **Owne**r 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 **Enginee**r 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 **Enginee**r, 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__.

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 Third Call of Proposition Three 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"

Engineers Agreement Rates

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	=	**$ 311,547.87**
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-08-030A-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:
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 April 21, 2010; 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 _____.

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

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.

AI-11874 **19.J.1.**

BCAP PCT NO 1 - Work Authorization for Tedsi Infrastructure
CC REGULAR

Date: 10/28/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #1 (with a proposed fee of $6,151.56) with TEDSI Infrastructure to provide Engineer services to Hidalgo County Precinct No. 1 for the remainder of Border Colonia Access Program-Round II Projects. C-CAP-08-014-09-30.

BACKGROUND

Program 019, 066, 071, 103, 105, 150, 230, 244, 245, 318, 391, 495, 571, 865

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-XXX-X-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Various Round II Colonia projects for Pct. 1. Please refer to attached expense report for funding availability as of 10-23-08

Attachments

Link: work authorization

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 05:23 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:47 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/24/2008 04:55 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Laura Moya Started On: 10/22/2008 02:57 PM

Final Approval Date: 10/24/2008

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-014-09-30
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, TEDSI Infrastructure Group professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Phase Services for remaining Round II funded Proposition 2 – Border Access Colonia Program Projects of Hidalgo County Precinct No 1 as identified in Attachment "A".

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 **$6,151.56.** 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, 6, and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 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. 1.
Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 1.

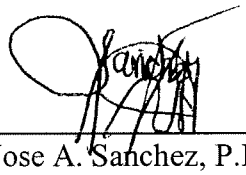
HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

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:
TEDSI INFRASTRUCTURE GROUP



By: Jose A. Sanchez, P.E., Project Manager

THE OWNER:
HIDALGO COUNTY

By: Juan D. Salinas, III, County Judge

ATTEST:

By: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

ATTACHMENT "A"

TEDSI Infrastructure Group
Border Colonia Access Program - Round II ***(REMAINING)***

Work Authorization Number 1
Schedule of Values

CSJ	Colonia	Street Name	Engineering Fee	Construction Phase Services	Total This Invoice	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
066	Bar #3	Houston St.	$ 1,129.25		$ -	$ -	$ -	0.00%	$ 1,129.25
		Dallas St.	$ -						
		Texas St.	$ -						
244	El Mesquite	Dina Dr.	$ 393.25		$ -	$ -	$ -	0.00%	$ 393.25
		Julie Dr.							
495	North Capisallo	One St.	$ 260.70		$ -	$ -	$ -	0.00%	$ 260.70
391	La Palma	Hackberry St.	$ 666.14		$ -	$ -	$ -	0.00%	$ 666.14
		Ash St.							
		Seventh St.							
		Eight St.							
571	Puesta de Sol	G. Bush	$ 1,022.35		$ -	$ -	$ -	0.00%	$ 1,022.35
		G. Washinton							
		J.F. Kennedy							
		B. Clinton							
019	Agua Dulce	Ash St.	$ 177.18		$ -	$ -	$ -	0.00%	$ 177.18
071	Barbosa Lopez #1	Phoebie St.	$ 550.83		$ -	$ -	$ -	0.00%	$ 550.83
		Lopez St.							
105	Bernal	Bernal Dr.	$ 284.33		$ -	$ -	$ -	0.00%	$ 284.33
103	Bernal Heights #1	Bernal Ct.	$ 153.03		$ -	$ -	$ -	0.00%	$ 153.03
150	Chapa III	Pineda St.	$ 89.43		$ -	$ -	$ -	0.00%	$ 89.43
865	Dimas #1	Martinez Ave.	$ 277.24		$ -	$ -	$ -	0.00%	$ 277.24
230	Dimas #3	Delaware St.	$ 287.70		$ -	$ -	$ -	0.00%	$ 287.70
		California St.							
		Alabama St.							
245	El Monte	Sanchez St.	$ 437.99		$ -	$ -	$ -	0.00%	$ 437.99
		Ruiz St.							
318	High Land	Central Ave.	$ 422.14		$ -	$ -	$ -	0.00%	$ 422.14
			$ 6,151.56	$ -	$ -	$ -	$ -		$ 6,151.56

Project Completion

Anticipated Completion Date: December 31, 2009

Extension: _____

Date Extension was approved in Court: _____

Project Engineer

Name (Print): Jose A. Sanchez
TEDSI Infrastructure Group

Signature: _____

Date: 10.07.2008

Colonia Access Program Director: _____

Date: _____

AI-11776 **19.K.1.**

Pct. 2 - Work Authorization 3, 4, and 5
CC REGULAR

Date: 10/28/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 3 (with a estimated cost of $12,000.00) for "RSW Unit #1 Subdivision"; Work Authorization No. 4 (with a estimated cost of $3,000.00) for "Tiny Acres Subdivision"; and Work Authorization No. 5 (with a estimated cost of $8,000.00) for Eldora Gardens Subdivision, with R. Gutierrez Engineering for the provision of engineering related services to Hidalgo County Precinct No. 2. C-08-381-09-16

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

All 3 Work Authorizations will be funded by R&B. Available balance is $44,509.84 as of 10/23/08.

Attachments

Link: Rnd 2 work auth no 3 R. Gutierrez

Link: Rnd 2 Work Auth no 4 R Gutierrez

Link: Rnd 2 Work auth no 5 R Gutierrez

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rocio Villarreal	Rocio Villarreal	10/23/2008 02:11 PM	APRV
2	Purchasing Department	Marty Salazar	10/23/2008 02:16 PM	APRV
3	Budget & Management	Veronica Lopez	10/23/2008 02:18 PM	APRV
4	Dale Kennan	Dale Kennan	10/23/2008 03:47 PM	APRV
5	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Marcie Jackson Started On: 10/16/2008 01:28 PM

Final Approval Date: 10/24/2008

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the RSW Unit #1 Subdivision project. A portion of this project is being constructed by County forces. The project is located in San Juan, Texas.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is not to exceed **$12,000.00.** A detailed breakdown of the amount to be paid is more particularly described in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

RECEIVED
Yolie Jackson

OCT 15 08

Hidalgo County
PRECINCT #2

PART 4. FUNDING
This Work Authorization No. 3 shall be funded through funding source:

Account No. _____

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 3

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

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

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 3
ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

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

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Management and Administration

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.

3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.

5) Change Orders. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to new requirements directed by the Owner.

6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

ATTACHMENT "C"

WORK SCHEDULE

	2008						2009					
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
RSW Unit #1 Subdivision												
Construction Administration												
Construction Staking												

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 3

ATTACHMENT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	FY 2008 Hourly Rate	FY 2009 Hourly Rate
Principal	$ 282.92/HR	$ 291.41/HR
Project Manager	$ 202.09/HR	$ 208.15/HR
Senior Engineer	$ 145.50/HR	$ 149.87/HR
Engineer/RPLS	$ 113.17/HR	$ 116.57/HR
Graduate Engineer	$ 97.00/HR	$ 99.91/HR
Senior Engineering Tech	$ 84.08/HR	$ 86.60/HR
CADD-Design Technician	$ 67.26/HR	$ 69.28/HR
Clerical	$ 61.44/HR	$ 63.28/HR
Survey Crew	$137.82/HR	$141.95/HR

NON-LABOR EXPENSES:

Mileage (in State)	$ 0.58 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	$ 20 / letter
Copies (8 ½" x 11")	$ .15 / copy
Bond Plots	$ 0.75 / Sq Ft
Color Plots	$ 2.00 / Sq Ft
Mylar Plots	$ 2.50 / Sq Ft

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the Tiny Acres Subdivision project. A portion of this project is being constructed by County forces. The project is located on "I" Road, north of San Juan, Texas.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is not to exceed **$3,000.00.** A detailed breakdown of the amount to be paid is more particularly described in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

RECEIVED
Yolie Jackson

OCT 15 08

Hidalgo County
PRECINCT #2

PART 4. FUNDING
This Work Authorization No. 4 shall be funded through funding source:

Account No. _____

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 4

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

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

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 4
ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

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

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Management and Administration

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.

3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.

5) Change Orders. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to new requirements directed by the Owner.

6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

ATTACHMENT "C"

WORK SCHEDULE

	2008						2009					
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Tiny Acres Subdivision												
Construction Administration												
Construction Staking												

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 4

ATTACHMENT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	FY 2008 Hourly Rate	FY 2009 Hourly Rate
Principal	$ 282.92/HR	$ 291.41/HR
Project Manager	$ 202.09/HR	$ 208.15/HR
Senior Engineer	$ 145.50/HR	$ 149.87/HR
Engineer/RPLS	$ 113.17/HR	$ 116.57/HR
Graduate Engineer	$ 97.00/HR	$ 99.91/HR
Senior Engineering Tech	$ 84.08/HR	$ 86.60/HR
CADD-Design Technician	$ 67.26/HR	$ 69.28/HR
Clerical	$ 61.44/HR	$ 63.28/HR
Survey Crew	$137.82/HR	$141.95/HR

NON-LABOR EXPENSES:

Mileage (in State)	$ 0.58 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	$ 20 / letter
Copies (8 ½" x 11")	$ .15 / copy
Bond Plots	$ 0.75 / Sq Ft
Color Plots	$ 2.00 / Sq Ft
Mylar Plots	$ 2.50 / Sq Ft

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the Eldora Gardens Subdivision project. A portion of this project is being constructed by County forces. The project is located in San Juan, Texas.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is not to exceed **$8,000.00.** A detailed breakdown of the amount to be paid is more particularly described in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

RECEIVED
Yolie Jackson

OCT 15 08

Hidalgo County
PRECINCT #2

PART 4. FUNDING
This Work Authorization No. 5 shall be funded through funding source:

Account No. _____

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 5

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

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

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 5
ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

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

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Management and Administration

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.

3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.

5) Change Orders. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to new requirements directed by the Owner.

6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

ATTACHMENT "C"

WORK SCHEDULE

	2008						2009					
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Eldora Gardens Subdivision												
Construction Administration												
Construction Staking												

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 5

ATTACHMENT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	FY 2008 Hourly Rate	FY 2009 Hourly Rate
Principal	$ 282.92/HR	$ 291.41/HR
Project Manager	$ 202.09/HR	$ 208.15/HR
Senior Engineer	$ 145.50/HR	$ 149.87/HR
Engineer/RPLS	$ 113.17/HR	$ 116.57/HR
Graduate Engineer	$ 97.00/HR	$ 99.91/HR
Senior Engineering Tech	$ 84.08/HR	$ 86.60/HR
CADD-Design Technician	$ 67.26/HR	$ 69.28/HR
Clerical	$ 61.44/HR	$ 63.28/HR
Survey Crew	$137.82/HR	$141.95/HR

NON-LABOR EXPENSES:

Mileage (in State)	$ 0.58 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	$ 20 / letter
Copies (8 ½" x 11")	$ .15 / copy
Bond Plots	$ 0.75 / Sq Ft
Color Plots	$ 2.00 / Sq Ft
Mylar Plots	$ 2.50 / Sq Ft

AI-11865 **19.L.1.**

BCAP PRECINCT NO 3 - Work Authorization No 3 L & G Eng
CC REGULAR

Date: 10/28/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #3 (with a proposed fee of $68,956.25) with L & G Engineering Laboratory, LLC to provide Construction Material Testing Engineer services to Hidalgo County Precinct No. 3 for the remainder of Border Colonia Access Program-Round II Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO #562858

Please see attachment with colonias names & accounts
014-1-339
015-0
042-0
072-0
141-0
152-1
247-0
250-0
251-0
267-1
312-0
322-1
325-1
350-0
385-1
384-1
427-1
488-1
498-1

784-1
837-0
911-0

Attachments

Link: Work Authorization

Link: Name of colonias with Acct numbers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 04:58 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:45 AM	APRV
3	Erika Reyna	Erika Reyna	10/23/2008 09:47 AM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	PEND

Form Started By: Laura Moya Started On: 10/22/2008 02:31 PM

Final Approval Date: 10/24/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-024-05-20
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 the Border Colonia Rd. II Project in Hidalgo County Precinct No. Three (3).

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 **$ 68,956.25** . 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 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.03 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.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 03.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

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, P.E.

THE OWNER:
HIDALGO COUNTY

By:_____
Juan D. Salinas III, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Border Colonias Rd. II Project in Hidalgo County Precinct No. Three (3)**

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 **Border Colonias Rd. II Project.**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Border Colonias Rd. II Project in Hidalgo County Precinct No. Three (3)**

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 **Border Colonias Rd. II Project in Hidalgo County Precinct No. Three (3).**

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: **Border Colonias Rd. II Project in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-024-05-20.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Border Colonias Rd. II Project in Hidalgo County Precinct No. Three (3).**

Contract # C-CAP-08-024-05-20
Border Colonia RD II
Colonia Name

Acevedo #4	$	4,683.16
Acosta	$	2,300.76
Amberland	$	1,645.10
Barney Groves	$	1,080.92
Casa Delos Vecinos	$	9,510.92
Chula Vista Acres	$	2,788.70
El Paraiso	$	6,009.10
El Sol #1	$	5,342.91
El Sol #2	$	6,870.41
Ezequiel Acevedo Jr #2	$	2,316.16
Havana	$	2,354.34
Hilda	$	1,600.89
Hilda #3	$	1,127.82
Jessan	$	747.00
La Homa Rd.	$	1,672.18
La Homa Rd. North	$	6,057.58
Los Ebanos	$	1,664.00
Munoz Est.	$	3,684.04
N. Cross Est	$	2,660.00
Villa Capri	$	1,902.80
Walton	$	1,423.46
Resub Plat Jimenez	$	1,514.00
Total	**$**	**68,956.25**

Work Auth for Border Colonia Rd. II Projects
Contract # C-CAP-08-024-05-20

Border Colonia RD II

Colonia Name		**Fund Available**
Acevedo #4	8-1311-431-00-123-014-1-339	$ 4,683.16
Acosta	8-1311-431-00-123-015-0-339	$ 2,300.76
Amberland	8-1311-431-00-123-042-0-339	$ 1,645.10
Barney Groves	8-1311-431-00-123-072-0-339	$ 1,080.92
Casa Delos Vecinos	8-1311-431-00-123-141-0-339	$ 9,510.92
Chula Vista Acres	8-1311-431-00-123-152-1-339	$ 2,788.70
El Paraiso	8-1311-431-00-123-247-0-339	$ 6,009.10
El Sol #1	8-1311-431-00-123-250-0-339	$ 5,342.91
El Sol #2	8-1311-431-00-123-251-0-339	$ 6,870.41
Ezequiel Acevedo Jr #2	8-1311-431-00-123-267-1-339	$ 2,316.16
Havana	8-1311-431-00-123-312-0-339	$ 2,354.34
Hilda	8-1311-431-00-123-322-1-339	$ 1,600.89
Hilda #3	8-1311-431-00-123-325-1-339	$ 1,127.82
Jessan	8-1311-431-00-123-350-0-339	$ 747.00
La Homa Rd.	8-1311-431-00-123-385-1-339	$ 1,672.18
La Homa Rd. North	8-1311-431-00-123-384-1-339	$ 6,057.58
Los Ebanos	8-1311-431-00-123-427-1-339	$ 1,664.00
Munoz Est.	8-1311-431-00-123-488-1-339	$ 3,684.04
N. Cross Est	8-1311-431-00-123-498-1-339	$ 2,660.00
Villa Capri	8-1311-431-00-123-784-1-339	$ 1,902.80
Walton	8-1311-431-00-123-837-0-339	$ 1,423.46
Resub Plat Jimenez	8-1311-431-00-123-911-0-339	$ 1,514.00
Total		**$ 68,956.25**

AI-11843 **19.M.1.**

Sheriff's Office-Police Administration Software -RFP-08-005 -Approval of BAFO and Maintenance and License Agreements

CC REGULAR

Date: 10/28/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation for discussion, acceptance, and approval of the final negotiated agreements (previously reviewed by legal counsel) including acceptance of the "best and final offer" (BAFO) with "Orion Communications, Inc." for RFP NO: 2008-Hidalgo County Sheriff's Office-Police Administration Software.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-747
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$35,000 available balance as of 10/24/08.

Attachments

Link: BAFO
Link: User License
Link: Maintenance Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/23/2008 01:39 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 02:15 PM	APRV
3	Rey Salazar	Rey Salazar	10/24/2008 08:16 AM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Moises Salazar Started On: 10/22/2008 09:16 AM

Final Approval Date: 10/24/2008

Orion Communications, Inc.

RFP No. 2008-05-07-09-MSS
Hildalgo County Sheriff's Office
Police Administration Software
RFP Response Document

08/21/2008

Best and Final

8235 Douglas Ave.
Executive Suite 410
Dallas, TX 75225
(214) 361-1203 #2405
(214) 234-0790
Leslie DeLatte
www.orioncom.com

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Understanding of the Project

Orion understands the Sheriff's Department within the County of Hildago, Texas is requesting software and services that meet the County's specific business practices and can integrate with the existing and future infrastructure technology. The Sheriff is requesting a web based application that enables the department to effectively and efficiently manage personnel while sharing information between different functional systems.

Orion proposes to solve these problems through the use of Orion's fully integrated software product designed for Public Safety Agency management. Orion's Patent Pending *AgencyWeb*™ web based software product suite designed to fully the requirements as described in this RFP request.

Orion's *AgencyWeb Agency Management Solution* is a browser-based solution built using Microsoft .Net and SQL technology. *AgencyWeb* is composed of integrated plug and play modules that are used by government agencies to automate daily processes. The system is designed with configuration settings that allow for easy installation and setup of the application. The system modules included in this response meet all the requirements as defined by this RFP.

Personnel Manager

Orion's Personnel Manager module provides for the tracking personnel data for an employee within one easy to access interface. The system tracks all employee information, unlimited dates for tracking and reporting, contacts and emergency contact information. Organizational information is tracked including chain of command, working assignments, funding information, shift schedules including full rotation management, payroll with special pay information and comprehensive position management for budget tracking and reporting.

As information is added, edited or changed in any manner, the employee's base record is dynamically updated. Methods of changing employee information include

workflow management tools such as personnel action requests enabling a formal request and approval process. This includes the ability to set effective dates in the past or future. Direct edits are allowed and controlled by user permissions, application functional areas, and certain field level management (e.g. SSN). Other request and approval tools are included with the ability to leverage email notification. These tools include but are not limited to leave management, overtime management, training management, and asset management. Court attendance can be integrated with overtime, shift scheduler, and leaves management when Orion's CourtNotify module is leveraged by a client. Notification management includes home screen call to actions and email notifications are included within the product.

Shift Scheduler

The *Shift Scheduler* module in *AgencyWeb* is designed to meet the critical scheduling needs of all public safety entities. Complex rotation scheduling is provided using simplified web based screens. *Shift Scheduler* allows authorized users to create shift detail schedules. These schedules are consolidated in detail sheets that can be viewed online or emailed. Additionally, these schedules are reflected in offer calendar. The powerful tools of this system replace the confusing and complicated schedule builders with easy, web-based functionality to manage shift assignments and rosters with simplified procedures for setting rotations and building schedules.

Quartermaster

The *Asset Manager* module streamlines the process of notifying, monitoring and replenishing personnel inventory assets, with accurate accounting of all assets assigned to an officer. Inventory quantities can be monitored and replaced, including items with expiration dates. Serial number tracking, equipment expiration management, and issuance/acceptance processes are all tracked online. With its automated notification, pick-up, and return management process the *Asset Manager* Module increases personnel efficiencies and improves inventory control.

Orion Implementation Information

Upon project kick-off, Orion provides a project plan and implementation checklist with roles and responsibilities. These tools are leveraged throughout the project lifecycle to maintain project management. Orion milestones include Project Kickoff,

System Installation, Configuration Settings, Data Loading, Application Testing, Integration Testing, Customer Acceptance, Customer Training, and Go Live. Subtasks with timeframes and ownership are documented and reported upon weekly.

The Orion application will reside on a server(s) which is typically housed within the sponsoring Agency's or City Data Center site. The solution supports *Active Directory* for accessing the system as well as a URL for *Non-Active Directory* users. AgencyWeb™ is designed to allow certain settings to be selected by a customer during the configuration phase of the system setup. The settings that are to be defined include: settings for overtime, leaves, calendar management, shift terminology, user permissions, and private label definitions. Then the customer is able to begin using the system and set all the administrative functions within the application. Orion provides a checklist document that walks the customer through all stages of system installation, setup, testing, training, acceptance, and go live. Orion provides support services through these tasks to make sure the agency's project remains on track and within project goals.

Orion will provide end-user and management training. Training sessions include: System Demonstration, User Roles, User Responsibilities, Reports, User Hands On Classroom Examples, Questions & Answers. Orion will provide an evaluation sheet for each student to complete at the end of the training sessions. System administration training is conducted with the IT staff during the implementation of the product. During this session the Orion employee installing the application will provide over the shoulder training as well as a very details system administration and installation document. At the completion of the system deployment, the document will be updated with the final system settings for documentation and reference purposes.

Orion warrants that for a period of one (1) year commencing with the AgencyWeb software acceptance date. After the warranty period has ended, Orion provides the support and maintenance services set forth in the Maintenance Agreement. After expiration of the warranty period, Orion can provide support and maintenance for the software solution system, based on the terms of the Maintenance Agreement (see attached agreement).

Additional Firm Qualifications

AgencyWeb™ solutions have been deployed throughout Texas, Oklahoma, Florida and Louisiana. Orion has lead projects for County wide deployments integrating anywhere from 5 to 105 city, county, state, and federal agencies into a shared environment. Orion has a patent pending with the U.S. Government regarding modules of *AgencyWeb*.

References:

Lt. Gene Summers
Dallas Police Department
Lieutenant Gene P. Summers
Personnel and Development Division
214.671.4402 (direct)
214.287.3819 (cell)
gene.summers@dallascityhall.com

Heather Palmateer
HPalmateer@HomesteadPolice.com
Homestead Police Department
4 South Krome Avenue
Homestead, Florida 33030
305-224-5551 (office)
786-243-1846 (fax)
305-506-7816 (cell)

Lt. Michelle M. Gardner
El Paso Police Department
Planning and Research/Special Projects/Accreditation
911 N. Raynor
El Paso, TX 79903
Office 915-564-7270 (Office)
Cell 915-549-0555 (cell)

GardnerM@elpasotexas.gov

Customer List:

Addison PD
Arizona Cardinals
AT&T Data Services
Balch Springs PD
Brownsville PD
Calence, LLC (formerly Avnet)
Cameron County Sheriff
Cameron County, Texas
Carrollton, TX PD
Cedar Hill PD
City of Brazosport Desoto PD
City of Carrollton Muni Dept.
City of Dallas - Courts
City of Garland – Courts
City of Miami Police
Coppell PD
Dallas County, TX
Dallas Cowboys NY Giants

Dallas Police Department – <u>Agency Web Deployment – Customer 9 Years</u>

Orion has developed and deployed an array of law enforcement solutions for the Dallas Police Department (DPD) since 1998. All deployed solutions are fully integrated.

AgencyWeb solutions, Personnel Manager, Shift Scheduler, Dispatch Manager, Asset Manager, Applicant Tracking, Training Manager, Court Notify Municipal, Impound Manage, and Citation Manager have also been deployed for DPD.

Orion's AgencyWeb solutions have helped with the management of DPD's office base by using on-line, police centric tools that include audits, strength reports, shift

assignments, supplemental pay assignments, and position/slot management. AgencyWeb TapeTracker has enabled DPD to manage the life-cycle of their fleet's video tapes. And the AgencyWeb Builder solution has been used to develop the DPD website at www.dallaspolice.net.

As a direct result of Orion's CourtNotify implementation, the city has reduced the need to have police staff manage court administration by 80%. Plus, their previously paid overtime to officers for unnecessary court appearances has been reduced more than 50%. Not only has CourtNotify helped the city of Dallas achieve tremendous savings, but most importantly the solution has enabled officers to spend more time in the field protecting citizens.

Orion's ENP solution (Expanded Neighborhood Patrol) has helped DPD manage their contracting of retired patrol vehicles used by off-duty officers to community groups. Their ENP program has strengthened citizen-based watch groups by placing off-duty officers in strategic Dallas area shifts throughout the week.

Dallas Sheriff Department
Duncanville PD
El Paso, TX Police

Orion deployed an integrated solution of AgencyWeb with El Pasos' Kronos, Case Management, RMS, and PeopleSoft system for sharing employee data and information in a dynamic method. AgencyWeb modules include Personnel Manager, Shift Scheduler, Training Manager, and Court Notify municipal and county have been developed and deployed for El Paso.

El Paso, TX Sheriff
Farmers Branch PD
Federal Prosecutors, Texas

Gainesville, Florida PD - <u>Agency Web Deployment – Customer 3 Years</u>

Orion has deployed AgencyWeb modules including Personnel Manager, Shift Scheduler, and Court Notify municipal and county for the City of Gainesville Police

Department. The system is designed to work with Gainesville's deployment of Exchange Server to post officer schedules to their Exchange Outlook calendar.

Garland PD
Glen Heights PD
Grand Prairie PD
Harlingen PD

Homestead, Florida PD - Agency Web Deployment – Customer 3 Years

Orion has deployed AgencyWeb modules including Personnel Manager, Shift Scheduler, and Court Notify municipal and county for the City of Homestead Police Department.

Hutchins PD
Irving PD
Lancaster PD
Mesquite PD
Miami-Dade County Fire Dept.

Miami-Dade County Police - Agency Web Deployment – Customer 1 Year

Orion deployed an integrated solution of AgencyWeb with Miami Dade's customer OTS system. Orion imported over 25+ years of user data into AgencyWeb. The systems synchronize data daily as well as update the Orion CourtNotify solution that integrates over 100+ agencies into a common subpoena management system.

Miami Police - Agency Web Deployment – Customer 1 Year

Orion deployed an integrated solution of AgencyWeb with Miami Police Department to replace a custom built HR system and replace multiple stand alone installations. Orion imported over 25+ years of user data into AgencyWeb. The systems

synchronize data daily as well as update the Orion CourtNotify solution that integrates over 100+ agencies into a common subpoena management system.

Miami-Dade County State Attorney
Oklahoma City Fire Dept.

Oklahoma City Police Dept. - <u>Agency Web Deployment – Customer 2 Years</u>

Orion deployed an integrated solution of AgencyWeb with Oklahoma's TriTech CAD system. Orion imported over 20+ years of user data into AgencyWeb. Oklahoma acquired Personnel Manager, Shift Scheduler, Asset Manager, Training Manager, and Court Notify.

Orleans Parish, LA
Plano Police Department – Plano Texas

Orion deployed an integrated solution of AgencyWeb with the Plano Police Department to an in house Access database and Lotus Notes server. Orion imported personnel data into AgencyWeb. The customer is using Personnel Manager, Training Manager, Applicant Tracking, and Asset (quartermaster) Manager

Richardson, TX PD
Rowlett PD
Seagonville PD
State of Texas DPS
State of Texas DPS Prosecutors
State of Texas ESC Region 10
El Paso County, TX
University Park PD
US Attorney's Office N. Texas

Personnel and Staffing

Orion Communications is a women-owned business enterprise headquartered in Dallas, Texas and has been specializing in web-based solutions for Municipal, County, State and Federal Government Agencies since 1998. Orion specializes in web based products for Law Enforcement Administration and sharing of data between Law Enforcement and Judicial agencies. Orion has been certified HUB with State of Texas since 1998 and listed on the CMBL and CISV. www.orioncom.com

ORION - GOVERNMENT CERTIFICATIONS

- CISV with State of Texas
- HUB with State of Texas
- MWBE North Central Texas Regional Certification Agency

ORION – VENDOR PARTNERS

- AT&T Data Services
- Certified Cisco Registered Partner
- Tech Data Reseller
- TriTech Systems

Orion Project Team

Role	Orion Employee	Responsibility
Project Manager	Yes	Assigned to the project from project kick-off through the first 3 months of Go-Live. Focal point for all Coordination and Communications with the customer.
Infrastructure Engineer	Yes	Assigned to the project to work directly with the Customer's IT personnel regarding the server installation and setup, training of the customer's IT staff on server configuration, backup, disaster recovery, system administration.

Data Exchange Engineer	Yes	Responsible for working with the Customer's HR personnel to retrieve data and send data to the customer's legacy equipment.
Application Engineer	Yes	Assigned to the project from the project kick-off through the first 3 months of Go Live. After Go-Live is assigned as the focal support engineer for all customer issues. During the project this engineer is responsible for installation of the application, configuration of the variables to match the customer's requirements, testing of the system to meet Orion's requirements and the Customer requirements. Management of the application for all updates and changes.
Customer Support	Yes	Assigned prior to the customer being ready for testing. Responsible for providing testing plan to the customer and working through the customer's test results.

Key Project Staff Background Information Form

Leslie F. DeLatte

Orion Communications Owner/President

Leslie F. DeLatte is President and founded of Orion Communications, where she oversees day-to-day operations and manages the strategic direction of the company. Under her leadership, Orion has deployed browser-based solutions for Judicial and Law Enforcement agencies throughout the United States. Ms. DeLatte has also grown Orion's service offerings to include Service Center management, Network Engineering services and IT Monitoring services for both commercial or government organizations.

Ms. DeLatte has over 25 years of hand-on experience with data and telecommunications management. She was formerly President/CEO and founder of The Sabine Group in 1997, where she directed management teams of Enterprise, Internet and Telco networks.

Early in her career, Ms. DeLatte held various data management positions with EDS, OSI and INS. She holds a B.S. in Electrical Engineering from the University of Southwestern Louisiana.

Heather E. Kocks

Product and Operations Manager

Heather E. Kocks is the Orion Product and Operations Manager where she is responsible for the Project Management Office. Under her direction, the project team provides project management leadership using the proven methodologies that have resulted in successful Orion deployments throughout the United States.

Ms. Kocks has over 7 years of experience managing product rollouts and directing product division engineering teams. Prior to joining Orion, Ms. Kocks held product positions with CompuDyne and Travis County. Ms. Kocks holds a BBA in Computer Information Systems from Texas State University.

Duane A. Tuell

Law Enforcement Content and Business Expert

Duane A. Tuell is Orion Communication's industry authority on law enforcement operations. As such, he aids in content development and usability design of Orion's law enforcement suite. His responsibilities include consultation services for Orion customers that identify how agency data can be used and analyzed to make better decisions and yield improved performance results.

Mr. Tuell brings over 10 years of hands-on experience within the San Jose Police Department where he served as Administrative Officer. Based on his operational knowledge, Duane acted as council for field operations, staffing and business analysis. In addition, he managed the agency's evaluation, purchase and implementation of new software applications. Mr. Tuell holds a B.S in Criminal Justice Administration from San Diego State University.

Gregory Evan Price

Director of Software and Development

Gregory E. Price is the Director of Software Development, where he leads the research and development of Orion's AgencyWeb product suite. Under his management, the application development team has designed modular public safety solutions using several technologies, such as .NET, JAVA and ColdFusion.

Mr. Price brings over 10 years of software development and management expertise with a variety of companies. Prior to joining Orion, Mr. Price was employed as a Development Lead at Mistral Design Group. In addition, he has held lead technical positions with such companies as Ericsson Systems, Vercom Software and Landauer, Inc. Mr. Price attended University of North Texas.

Casey G. DeLatte

Sr. Software Engineer

Casey G. DeLatte is the Orion Communications Sr. Software Engineer, where he participates in product development, product design, product service / support, and customer data analysis. Under his direction, custom product development is designed for direct integration with other customer systems. In addition, he serves as Orion's technology representative for most major customer integrations.

Mr. DeLatte is versed in ASP.NET, VBscript, Coldfusion, JavaScript, HTML, XML, SQL 2000, SQL 2005, SQL DTS, and SQL SSIS. His experience includes design and development in web-applications, web-services, and relational databases. His experience also includes administration of SQL server, Windows server, and networking.

As the Lafayette Parish School Board Computer Technician, Casey has been responsible for servicing 45 educational institutions within Lafayette, LA Parish. Mr. DeLatte holds a B.S. in Computer Science from the University of Louisiana at Lafayette.

Required Certifications and Submittal

Proposers Fee Schedule

Quote is valid for 90 days from 8/21/2008.

Optional pricing has been included for Orion to provide the server hardware and software. Note – AgencyWeb can run on one or two servers depending upon the desire of the Client's IT department. AgencyWeb can also operate in a Virtual Server and SAN environment. The optional pricing provided within this RFP by Orion is a two server solution.

AgencyWeb Solution Price - $30,504.00

Additional Optional Equipment - $18,399.00

Agency Web Payment Schedule

25% upon Project Kickoff

50% upon Application Installation

25% upon Completion of Training

Re: RFP 2008-005-07-09-MSS Response

Description	Item Price	QTY	Total List	Price Quoted	% Disc
AgencyWeb					
Personnel Manager	$ 47,250	1	$ 47,250	$ 11,813	75%
Shift Scheduler	$ 18,900	1	$ 18,900	$ 4,725	75%
Asset Manager (Quartermaster)	$ 10,395	1	$ 10,395	$ 2,599	75%
Installation Fees					
Personnel Manager	$ 11,813	1	$ 11,813	$ 5,906	50%
Shift Scheduler	$ 4,725	1	$ 4,725	$ 2,363	50%
Asset Manager (Quartermaster)	$ 2,599	1	$ 2,599	$ 1,299	50%
Training Services					
Personnel Manager (priced per day)	$ 1,200	1	$ 1,200	$ 600	50%
Shift Schedule (priced per day)	$ 1,200	1	$ 1,200	$ 600	50%
Asset Manager (priced per day)	$ 1,200	1	$ 1,200	$ 600	50%
Summary			**Total List**	**Price Quoted**	**% Disc**
AgencyWeb			$ 76,545	$ 19,136	75%
Installation Fees			$ 22,736	$ 11,368	50%
Grand Total			**$ 99,281**	**$ 30,504**	**69%**
Support and Maintenance			**Price**		
After 1st Year	$ 9,808	1	$ 9,808		

Additional Optional Pricing

Orion provided Server Hardware, Software and Installation

Description	Price	Install Fee
Application Server	$6,200.00	$500.00`
Database Server	$6,200.00	$500.00
SQL Server License	$5,999.00	$500.00
Total	$18,399.00	$1,500.00

Note – if the County owns an Enterprise SQL license with Microsoft then this cost can be eliminated.

Server Payment Schedule

100% upon Installation and Setup on Site at Hildalgo County

Application Server Details

Catalog Number / Description	Product Code	Dell SKU
PowerEdge 2950 III:	295H25	[223-4490]
Quad Core Intel® Xeon® E5420, 2x6MB Cache, 2.5GHz, 1333MHz FSB		
Additional Processor:	1P	[311-1193]
Single Processor only		
Memory:	4G4D6DP	[466-0821]
4GB 667MHz (4x1GB), Dual Ranked DIMMs		
Operating System:	3R2XSE	[420-7122]
Windows Server® 2003 R2, Standard x64 Edition with SP2,Includes 5 CALs		
Backplane:	1X6353	[311-7936]
1x6 Backplane for 3.5-inch Hard Drives		
Primary Controller:	P6IX6RP	[467-2726]
PERC6i SAS RAID Controller, 2x4 Connectors,PCIe, x6 Back		
Hard Drive Configuration:	6SR5	[341-5723]
Integrated SAS/SATA RAID 5, PERC 6/i Integrated		
Primary Hard Drive:	146A15	[341-3031]
146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive		
2nd Hard Drive:	146A15	[341-3031]
146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive		
3rd Hard Drive:	146A15	[341-3031]
146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive		
4th Hard Drive:	146A15	[341-3031]
146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive		
Chassis Configuration:	RPVERSA	[310-7412]
Rack Chassis w/Sliding Rapid/Versa Rails and Cable		

Management Arm,Universal		
Riser Card:	PCIE	[320-4607]
Riser with 3 PCIe Slots		
Power Supply:	ESRPS2	310-9909]
Energy Smart Redundant Power Supply with Dual Cords		
Bezel:	BEZEL	[313-3920]
Rack Bezel		
Network Adapter:	OBNIC	[430-1764]
Dual Embedded Broadcom® NetXtreme II 5708 Gigabit Ethernet NIC		
Optional Feature Upgrades for Integrated NIC Ports:	TOE	[430-2968]
LOM NICs are TOE Ready		
Documentation:	EDOCS	[310-7415]
Electronic Documentation and OpenManage CD Kit		
CD/DVD Drive:	CDRWDVD	[313-3934]
24X IDE CD-RW/DVD ROM Drive		
Floppy Drive:	NFDX6	[341-3685]
No Floppy Drive for x6 Backplane		
Mouse:	NOMSE	[310-0024]
No Mouse Option		
Hardware Support Services: 3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack	U3PME4	[984-1399][984-1417][986-8212][986-8432][987-2810][989-3439][990-0579]

Database Server Details

Catalog Number / Description	Product Code	Dell SKU
PowerEdge 2950 III:	295H25	[223-4490]
Quad Core Intel® Xeon® E5420, 2x6MB Cache, 2.5GHz, 1333MHz FSB		
Additional Processor:	1P	[311-1193]
Single Processor only		
Memory:	4G4D6DP	[466-0821]
4GB 667MHz (4x1GB), Dual Ranked DIMMs		
Operating System:	3R2XSE	[420-7122]
Windows Server® 2003 R2, Standard x64 Edition with SP2,Includes 5 CALs		
Backplane:	1X6353	[311-7936]
1x6 Backplane for 3.5-inch Hard Drives		
Primary Controller:	P6IX6RP	[467-2726]
PERC6i SAS RAID Controller, 2x4 Connectors,PCIe, x6 Back		
Hard Drive Configuration:	6SR5	[341-5723]
Integrated SAS/SATA RAID 5, PERC 6/i Integrated		
Primary Hard Drive:	146A15	[341-3031]
146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive		
2nd Hard Drive:	146A15	[341-3031]
146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive		
3rd Hard Drive:	146A15	[341-3031]
146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive		
4th Hard Drive:	146A15	[341-3031]
146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive		
Chassis Configuration:	RPVERSA	[310-7412]
Rack Chassis w/Sliding Rapid/Versa Rails and Cable		

Management Arm,Universal		
Riser Card:	PCIE	[320-4607]
Riser with 3 PCIe Slots		
Power Supply:	ESRPS2	310-9909]
Energy Smart Redundant Power Supply with Dual Cords		
Bezel:	BEZEL	[313-3920]
Rack Bezel		
Network Adapter:	OBNIC	[430-1764]
Dual Embedded Broadcom® NetXtreme II 5708 Gigabit Ethernet NIC		
Optional Feature Upgrades for Integrated NIC Ports:	TOE	[430-2968]
LOM NICs are TOE Ready		
Documentation:	EDOCS	[310-7415]
Electronic Documentation and OpenManage CD Kit		
MS SQL Server:	SQ25XS1	[420-5699]
Microsoft® SQL Server™ 2005X64 Standard (1 Socket),OEM,NFI		
CD/DVD Drive:	CDRWDVD	[313-3934]
24X IDE CD-RW/DVD ROM Drive		
Floppy Drive:	NFDX6	[341-3685]
No Floppy Drive for x6 Backplane		
Mouse:	NOMSE	[310-0024]
No Mouse Option		
Hardware Support Services: 3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack	U3PME4	[984-1399][984-1417][986-8212][986-8432][987-2810][989-3439][990-0579]

ORION COMMUNICATIONS, INC. END USER LICENSE AND SUPPORT AGREEMENT

THIS IS A CONTRACT. BY INDICATING YOUR ACCEPTANCE BELOW, OR BY USING THE SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE. This End User License and Support Agreement ("EULA") constitutes an offer that may be accepted by _____ ("Client") described above. Acceptance is expressly limited to the terms hereof and no different or additional terms contained in any purchase order, confirmation, or other writing with respect to the subject matter herein shall have any force or effect unless expressly agreed to in writing by Orion Communications, Inc. ("Orion").

1.0 License.

1.1 Subject to the terms and conditions of this EULA, Orion grants to Client a perpetual, nonexclusive, nontransferable, right and license to use the Orion software listed on Exhibit A and the user documentation provided therewith and a nonexclusive, nontransferable right and license to access and use the functionality of the Orion software (collectively the "Licensed Software") solely for the Client's own internal use. This EULA does not grant Client any title or right of ownership in the Licensed Software. Client may make copies of the Licensed Software for backup or archival purposes only.

1.2 Client shall not use the Licensed Software except as provided in this EULA. Without limiting the generality of the foregoing, Client shall not (a) modify the Licensed Software; (b) copy, rent, lease, sell, sublicense, create derivative works or transfer the Licensed Software or the user documentation provided therewith; or (c) use the Licensed Software to provide call taking or dispatching services for third parties, other than the agencies/entities identified in the Statement of Work.

1.3 Client acknowledges that the Orion software is subject to the export laws and regulations of the United States. The Orion software is classified EAR 99 (No License Required). However, said export laws and regulations prohibit or make subject to special controls the export or re-export of the Orion software or the documentation to certain countries listed in Country Group E in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations ("Prohibited Countries"), to certain persons and entities on the Denied Persons List contained in Supplement No. 2 to Part 764 of the Regulations and to certain Specially Designated Nationals and Blocked Persons listed by the U.S. Office of Foreign Assets Control (OFAC) (collectively "Prohibited Persons"). Accordingly, Client shall not, directly or indirectly, export, re-export, license, sell, give, loan, transfer, disclose or otherwise grant access to the Orion software or the documentation to any Prohibited Country or Prohibited Person, to any foreign national of a Prohibited Country, to any person affiliated with a Prohibited Person, or to any person or entity outside the country in which the Designated Site is located without the express written consent of Orion. These prohibitions shall apply whether said person or entity is a subsidiary, parent, sister company or other affiliate of Client.

2.0 Term and Termination.

2.1 Provided that the terms and conditions of this EULA are complied with at all times, and subject to the termination provisions below, the licenses provided hereunder are perpetual.

2.2 Client may surrender the licenses granted hereunder at any time by giving written notice to Orion and ceasing use of the Licensed Software.

2.3 Orion may terminate the licenses granted hereunder for cause if Client materially breaches the terms of this EULA or otherwise infringes Orion's intellectual property rights in the Licensed Software, which breach is not remedied within thirty (30) days after the date of written notice to Client of such breach.

2.4 Upon termination of the licenses granted hereunder, Client shall permanently remove any Licensed Software from Client's equipment, back-up media, or other storage locations and either (i) return all copies thereof to Orion or (ii) destroy such copies, as Orion directs.

2.5 The provisions of Section 4, 5, 6, 7 and 9 shall survive the termination of the licenses granted herein.

3.0 Warranty. The Licensed Software is warranted to function in substantial conformity with the Orion documentation provided with it for a period of twelve (12) months following acceptance of the Licensed Software by Client. **THIS WARRANTY EXTENDS SOLELY TO CLIENT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WHICH ARE EXPRESSLY EXCLUDED.**

3.1 The warranty set forth above shall be void during any period that any of the following circumstances exist:

(a) The Licensed Software is modified by any person except an authorized Orion employee or agent.

(b) The License Software is not used in accordance with the Orion documentation, or other instructions provided by Orion, or by misuse or neglect.

(b) Client fails to install and implement the latest version of the Licensed Software offered to it by Orion or Client's vendor.

(d) Client fails to maintain the equipment configuration and/or the site requirements specified in the Orion documentation or by Client's vendor.

4.0 Intellectual Property Infringement.

4.1 Orion represents and warrants that, to its actual, current knowledge, the Licensed Software does not infringe the copyrights, patents, trade secrets or trademarks (collectively "Intellectual Property Rights") of any third party. In the event of a claim, action or proceeding (collectively "Claim") brought against Client for infringement by the Licensed Software of the Intellectual Property Rights of a third party, Orion will at its expense defend against such Claim, provided that Client immediately notifies Orion of such Claim and cooperates fully with Orion and its legal counsel in the defense thereof. Orion may in its discretion (i) contest, (ii) settle, (iii) procure for Client the right to continue using the Licensed Software, or (iv) modify or replace the Licensed Software so that it no longer infringes (while maintaining substantially equivalent functionality and performance to that described in the user documentation.) Client may participate in the defense of such Claim at its own expense. If Orion concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client's use of the Licensed Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in respect of such Claim, then Orion will return to Client's outsourcing vendor the Licensed Software license fee(s) paid by Client's outsourcing vendor to Orion on behalf of Client in connection with this EULA less a portion of said fee(s) for Client's use of the Licensed Software, prorated over a period of three (3) years, and the licenses granted in this EULA shall terminate. Client's outsourcing vendor will, in turn, be responsible for returning to Client the corresponding fee(s) paid by Client to outsourcing vendor, less a portion of said fee(s) for Client's use of the Licensed Software, prorated over a period of three (3) years. In addition, in the event such Claim results in a final money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Orion will indemnify Client therefrom to the extent indemnification for such judgment is not provided under Client's insurance policies (unless Client is self-insured in which case the preceding clause shall not apply). This section 4 states the entire obligation of Orion regarding infringement of intellectual property rights, and it will survive the termination of this EULA.

4.2 Notwithstanding the above, Orion shall have no duty under this Section 4 with respect to, and Client shall not bring an action against Orion for indemnification or other causes of action with respect to any Claim arising from or related to infringements (i) by the equipment or operating system software upon or with which the Licensed Software runs, (ii) arising out of modifications to the Licensed Software not made by or under the direction of Orion, (iii) resulting from use of the Licensed Software to practice any method or process which does not occur wholly within the Licensed Software, or (iv) resulting from modifications to the Licensed Software prepared pursuant to specifications or other material furnished by or on behalf of Client.

5.0 Limitation Of Liability.

5.1 The total liability of Orion for any claim or damage arising under this EULA, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the license fees paid hereunder or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by Orion's insurance carrier(s), the coverage limits of such insurance.

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Unpublished – Rights reserved under the copyright laws of the United States

5.2 IN NO EVENT SHALL ORION BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE LICENSED SOFTWARE, OR OTHERWISE RELATED TO THIS EULA, REGARDLESS OF WHETHER ORION HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Confidentiality. Client acknowledges that the Licensed Software and its associated documentation (the "Confidential Information") constitute the trade secrets and proprietary information of Orion. Client shall hold the Confidential Information in confidence and shall not disclose it to third parties except as necessary to exercise the licenses granted hereunder. Without limiting the generality of the foregoing, Client shall use reasonable means, not less than those used to protect its own trade secret and proprietary information, to safeguard the Confidential Information. Client shall not attempt, or authorize or permit others to attempt, to imitate the Licensed Software using the Confidential Information or any part thereof, or to reverse engineer the Licensed Software by any method, now known or later discovered.

7.0 Intentionally deleted.

8.0 Force/Majeure. Neither party shall be liable for delays or failures of performance resulting from circumstances beyond their control, including without limitation, acts of God, transportation delays, riots, acts of war or terrorism, government regulations imposed after the date of this EULA, communications line or other network failures, interruptions or delays, or power failures.

9.0 General Terms.

9.1 This EULA represents the entire agreement between the parties hereto and a final expression of their agreements with respect to the Licensed Software, and supersedes all prior written agreements, oral agreements, representations, descriptions, understandings or negotiations with respect to the matters covered by this EULA. If any term, provision, condition or covenant of this EULA is held to be invalid, void or unenforceable, the rest of the EULA shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No amendment to this EULA shall be effective unless it is in writing and signed by an authorized officer of Orion. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach. Neither this EULA nor any rights or obligations hereunder shall be assigned or otherwise transferred by Client without the prior written consent of Orion. This EULA shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this EULA except as provided hereinabove. A facsimile of this EULA and its exhibit(s) may be used as an original.

9.2 Except to the extent that this EULA is governed by the laws of the United States, this EULA shall be governed, interpreted and enforced in accordance with the laws of the State of Texas, USA, without regard to its conflict of law provisions or the United Nations Convention for the International Sale of Goods. This EULA shall be performable in Hidalgo County, Texas.

9.3 All notices required to be given under this EULA shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or email followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing pursuant to (i) above, or one (1) day after full compliance with (ii), (iii) or (iv) above .

ORION COMMUNICATIONS, INC.

8235 Douglas Avenue Suite 410
Dallas, Texas 75225

By:_____

Title:_____

Date:_____

Client

By:_____

Title:_____

Address:_____

_____

Date:_____

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Unpublished – Rights reserved under the copyright laws of the United States

EXHIBIT A
LICENSED SOFTWARE, LICENSE FEES AND PAYMENT TERMS

Licensed Software:

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Unpublished – Rights reserved under the copyright laws of the United States

Orion Communications

MAINTENANCE AND SUPPORT AGREEMENT

THIS MAINTENANCE AGREEMENT (the "Agreement") is entered into between Orion Communications, Inc. ("Orion"), and the client indicated on the signature page hereof (the "Client") concurrently with that certain End User License Agreement of even date herewith between Orion and Client (the "EULA").

1. **Scope of Agreement.** During the term of this Agreement, as set forth in Section 3, **Orion** agrees to provide Client standard maintenance, technical support and education services (collectively, "**Maintenance**"), as set forth in Sections 4, 6, 7, and 8, for the Licensed Programs and user manuals listed in Exhibit A to the EULA (collectively, the "System").

2. **Maintenance Fee**. Orion will provide Client with Maintenance under this Agreement during the Initial Term (as defined in Section 3(a)) for a fee (the "Maintenance Fee") of $ 9,808.00 . For each Renewal Term (as defined in Section 3(a)), Client shall pay Orion a Maintenance Fee of the greater of (a) $ 9,808.00 , or (b) the price set by Orion for a Renewal Term[, provided that Orion may not increase the annual fee by more than [5%] in any one year]. Client will pay the Maintenance Fee on or before the 1st day of the 13th month after the date of the Certificate of Installation (as defined in the Scope of Work attached to the EULA) and on each successive annual anniversary thereafter.

(a) **Discontinuance**. If Client discontinues this Agreement and then reinstates this Agreement, or another, maintenance agreement, with respect to the System, Client may pay Orion a pro-rated Maintenance Fee for the discontinued period, plus the Maintenance Fee for the term of the maintenance agreement then commencing; and,

(b) **Other Charges**. Client may pay Orion charges for Enhancements (as defined herein), additional modules, custom programming services, on-site support, and training in the amount and pursuant to the terms set forth in Orion's invoice for such services.

3. **Term.**

(a) **Effective Date.** This Agreement shall take effect upon the date on which the last party to this Agreement executes same (the "Effective Date"). During the period of warranty under the EULA, Orion will provide Maintenance to Client as described herein without charge. Thereafter, commencing on the on the 1st day of the 13th month after the date of the Certificate of Installation, and continuing thereafter through the one-year anniversary of that date (the "Initial Term"), Orion will provide Maintenance with respect to the System in consideration of the payment of the Maintenance Fee. This Agreement will automatically renew thereafter for successive one-year terms (each, a "Renewal Term") unless otherwise terminated in accordance with its terms.

(b) **Termination Date.** This Agreement shall terminate upon the earliest to occur of the following:

(i) The effective date of any subsequent agreement concerning maintenance services entered into between Client and Orion;

(ii) Upon the material breach of this Agreement by a party, the other party may terminate this Agreement, provided the non-breaching party first provides the breaching party with notice of any material breach and 30 days within which the breaching party may cure such breach;

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Copyrighted Documents

(iii) Client may terminate this Agreement at the end of the then-current term by providing Orion with notice that it does not intend to renew the Agreement at least 30 days before the end of the then-current term;

(iv) Orion may terminate this Agreement for Client's failure to pay any undisputed invoice when due, provided Orion provides Client with notice of any such failure and such undisputed invoice is not paid upon the later of 45 days after the date due or 15 days after notice.

4. **Standard Maintenance Services.**

(a) **Scope of Services.** During the term of this Agreement, Orion shall provide Client with the following services as Maintenance for the System;

(i) Corrections of substantial defects in the System so that the System will operate substantially in accordance with the technical specifications included in the applicable documentation with respect to the System;

(ii) Periodic updates of the System that may incorporate:

(A) Corrections of any substantial defects;

(B) Fixes of any minor bugs; and

(C) At the sole discretion of Orion, enhancements to the System; and,

(iii) Telephone support will be offered between the hours of 8:00 am Central Time to 5:00 pm Central Time, excluding federal holidays, to assist Client in using the System;

(iv) Remote Server Access to Client's server providing the application services either by VPN, encrypted connection or dedicated IP address; and

(v) Maintenance at Orion's office of a test version, including a test database, for the most recent version of the System.

(b) **Services Not Included.** Maintenance Services shall not include:

(i) Charged for enhancements updates, enhancements and modifications to the System (collectively, "Enhancements") or additional modules that are offered, at Orion's sole discretion, to Client upon payment of a license fee therefor;

(ii) Custom programming services;

(iii) On-site support;

(iv) Training; or

(v) Hardware and related supplies.

5. **Charged-For-Enhancements and Modules.** From time to time, at Orion's sole discretion, Orion will make available to Client Enhancements or additional modules to the System that

Client may license from Orion upon payment of the applicable license fee(s) therefore and development charges established by Orion. Any such Enhancements or additional modules licensed by Client shall be considered part of the System under this Agreement.

6. **Remote Support.** Remote support requires that Client provide to Orion secure access to the server running the System. The System can operate on a secure VPN using a public internet address utilizing internet authentication services through Microsoft Server. Orion will comply with Client's security requirements published from time to time and which are noticed to Orion to maintain secure remote access to Client's system. The remote system access will allow Orion to submit updates, patches and immediate trouble ticket resolutions online at agreed upon maintenance windows as approved by Client. Orion will also provide administrative backup to Client in the event of a server or service failure. Orion will work directly with Client on immediate resolution. Orion will also train one technologist selected by Client on the administration and maintenance of the System. This individual will be given direct access to Orion's engineer assigned to support Client (direct access means personal cell phone number and after hour emergency contact numbers).

7. **Help Desk Services.** Orion shall maintain a help desk so that Client may report problems and obtain assistance in the installation and/or use of the System.

(a) Phone number for support coverage

i. Live support personnel from 8:00 am Central Time to 5:00 pm Central Time, excluding federal holidays, Monday through Friday

ii. After hours support

1. Emergency After Hours Phone Number

(b) Email Support

i. Submission form for help request and immediate receipt notification

ii. Response within 24 hours of notification

(c) Web Site Support

i. Help Site for System

ii. Maintenance of all System updates

iii. Tools allowing users to see the support personnel screen to demonstrate actions and review steps

(d) Online Trouble Ticket System

i. Access to trouble ticket system for submission of ticket requesting and online review of status

ii. Email notification of trouble ticket resolution and ticket web link.

8. **Training.** Upon receipt of a written request from Client, Orion will provide training at a mutually agreed time at the offices of Orion, unless Orion agrees to conduct the training elsewhere. Client agrees to pay Orion all costs associated with this training, including:

(a) Charges for Orion's personnel, which may include a surcharge for training conducted at Client's location; and

(b) Charges for travel, lodging and miscellaneous expenses.

9. **Obligations of Client.**

(a) **Client Contact**. Client shall notify Orion of Client's designated Client Contact. To the maximum extent practicable, Client's communications with Orion will be through the Client Contact.

(b) **Installation**. Client shall install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the System in accordance with the instructions and in order of receipt from Orion.

(c) **Facility and Personnel Access**. Client shall to grant Orion access to Client's facilities and personnel concerned with the operation of the System to enable Orion to provide services.

(d) **No Modification of System**. Client shall not modify, enhance or otherwise alter the System, unless, and only to the extent, specifically authorized in Orion's System Manuals or the express prior written consent of Orion is obtained.

(e) **Error Documentation**. Upon detection of any error in the System, Client, as requested by Orion, shall provide Orion a listing of output and any other data, including databases and backup systems that Orion reasonably may request in order to reproduce the error and the operating conditions under which the error occurred or was discovered.

10. **Warranty.**

(a) **Warranty.** Orion warrants that it will provide Maintenance under this Agreement in a workmanlike manner, consistent with applicable industry standards.

(b) **Warranty Exclusions.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE EULA, ORION PROVIDES THE LICENSED SOFTWARE AND MAINTENANCE AS IS AND AS AVAILABLE. ORION MAKES NO OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE LICENSED SOFTWARE OR MAINTENANCE PROVIDED BY IT HEREUNDER, AND EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, AVAILABILITY, FUNCTIONALITY OR ANY OTHER ASPECT OF THE LICENSED SOFTWARE OR MAINTENANCE PROVIDED BY ORION HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Indemnification and Limitation of Liability.**

(a) **Indemnity.** Orion agrees to indemnify, defend and hold harmless Client, and its officers, agents, directors and employees, from any and all losses, claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) arising out of or related to any claim by a third party that the Maintenance infringes upon the intellectual property of any third party.

(b) **Limitation of Liability.** EXCEPT FOR A BREACH OF SECTION 11, IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE

AMOUNT PAID BY CLIENT FOR MAINTENANCE DURING ANY PERIOD OF 12 CONSECUTIVE MONTHS UNDER THIS AGREEMENT.

12. **Exclusion of Consequential Damages.** NEITHER ORION NOR CLIENT SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR UNFORESEEABLE. IN ADDITION, NEITHER ORION NOR CLIENT SHALL BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT.

13. **Ownership.** Client acknowledges that Client has been advised that CourtNotify, L.P., a Texas limited partnership ("CNL"), owns all proprietary rights, including patent, copyright, trade secret and other proprietary rights, in and to the System and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications and modules, and Orion is the exclusive licensing agent of CNL for the System.

14. **Survival.** The parties acknowledge that many of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of Orion and Client under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

15. **Governing Law.** This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas, without regard to its conflict of law provisions or the United Nations Convention for the International Sale of Goods.

16. **Notices.** All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or email followed immediately by overnight delivery, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given three days after mailing pursuant to (i) above, or one business day after full compliance with (ii), (iii) or (iv) above.

17. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of an act of God, flood, fire, storm, earthquake, hacker, acts of war or terrorism,, insurrection, riot, labor disturbance, including strike and lockout, transportation delays, equipment malfunction, cut wire or fiber, governmental regulation or interference, communications line or other network failures, interruptions or delays, power failures, or other events not within the reasonable control of the responsible party and which such party is unable to overcome by the exercise of reasonable diligence (each, a "Force Majeure"). In the event of such Force Majeure, the time for performance of cure shall be extended for a period equal to the duration of the Force Majeure, but not in excess of 120 days.

18. **Miscellaneous.** Together with the EULA, this Agreement contains the entire understanding of the parties relating to the subject matter contained herein and supersedes all prior agreements and understandings, written or oral, relating to the subject matter hereof. If any term, provision, condition or covenant of this Agreement is held to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement shall not be modified, amended or terminated except in a writing signed by the party against whom enforcement is sought. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to

have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Client without the prior written consent of Orion. This Agreement shall be binding on and shall inure to the benefit of the successors and permitted assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement except as provided hereinabove. This Agreement may be executed in one or more counterparts for the convenience of the parties hereto, all of which together shall constitute one and the same instrument. A facsimile of this Agreement may be used as an original. Orion and the Client each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The warranty disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations and the limitations of liability are separately intended to limit the forms of relief available to the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

ORION:	**CLIENT:**
Orion Communications, Inc.	_____ [printed name]
By: _____	By: _____
Name: Leslie DeLatte	Name: _____
Title: President	Title: _____
8235 Douglas Avenue Suite 410 Dallas, Texas 75225	Address: _____
Date: _____	Date: _____

AI-11875 **19.N.1.**

Computer & Peripherals Purchase
CC REGULAR

Date: 10/28/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Auditor's Office

Information

CAPTION

Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (TCPN) The Cooperative Purchasing Network with the following awarded vendor-CDW Governement TCPN R-4713 through requisition #141682 in the amount of $7,266.93

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-21-170-001-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-21-170-001-0-664 Req # 141682 in the amount of $2,322.00 as of 10-28-08
8-1100-415-21-170-001-0-667 Req # 141682 in the amount of $528.00 as of 10-23-08
8-1100-415-21-170-001-0-745 Req # 141582 in the amount of $4,416.93 as of 10-23-08
Total Req amount of $7,266.93

Attachments

Link: 24" LCD DISPLAY

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 05:24 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:48 AM	APRV
3	Veronica Lopez	Veronica Lopez	10/23/2008 01:13 PM	APRV
4	Auditor's Office	Becky Morales	10/23/2008 06:23 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 08:32 AM	APRV

Form Started By: Matilde Faz Started On: 10/22/2008 03:02 PM

Final Approval Date: 10/24/2008

Requisition
COUNTY AUDITOR

Req # 00141682
PO #
Date: 10/15/08

Regular # 11875
10/28/08

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: COUNTY AUDITOR
2802 SOUTH HIGHWAY 281
EDINBURG TX 78539

Contact: **R. EUFRACIO**
956-318-2511

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TCPN CONTRACT #R4713 QUOTE NO.: MDD8726		
6	EACH	#1533382 - SAMSUNG 2443BW 24" LCD DISPLAY (MFG. PART #2443BW) (CC#_____)	387.00	2,322.00
1	EACH	#1538649 - HEWLETT PACKARD: HP PROLIANT DL380G5 - QUAD-CORE XEON E5430 2.66 GHZ (MFG. PART #470064-873) (CC#_____)	2,273.30	2,273.30
1	EACH	#1029403 - HEWLETT PACKARD: HP POWER SUPPLY - REDUNDANT (MFG. PART #399771B21) (CC#_____)	235.00	235.00
1	EACH	#1133904 - HEWLETT PACKARD: HP SMART BUY MEMORY - 2 GB (2 X1 GB) - FB - DIMM - DDR II (MFG. PART #397411-S21) (CC#_____)	148.63	148.63
1	EACH	#363544 - HEWLETT PACKARD: HP DVD-ROM DRIVE - IDE (MFG. PART #264007-B21) (CC#_____)	128.00	128.00
6	EACH	#813363 - HEWLETT PACKARD: HP SINGLE PORT HARD DRIVE - 72 GB - SAS (MFG. PART #375861-B21) (CC#_____)	272.00	1,632.00
1	EACH	#1418186 - MICROSOFT WINDOWS SERVER 2008 STANDARD - LICENSE (MFG. PART #P73-04228) (CC#_____)	507.00	507.00
1	EACH	#1439810 - MICROSOFT WINDOWS SERVER STANDARD 2008 - MEDIA KIT (MFG. PART #P73-03830) (CC#_____)	21.00	21.00
		Account No	Encumbrance	
		8-1100-415-21-170-001-0-664	2,322.00	
		8-1100-415-21-170-001-0-667	528.00	
		8-1100-415-21-170-001-0-745	4,416.93	
			Freight	.00
			Total	7,266.93
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

TCPN

Authorized By: _____

Req # 141682

800.581.4239

Quote Information

Quote #: MDD8726

Status: Open

Quote Date: 10/14/2008

Contact: ABEL MARTINEZ

Description: SAMSUNG QUOTE

Need Help?

Contact
Jay Carlile
Phone: (866) 224-6448
Fax: (312) 705-9492
Email:jaycar@cdwg.com

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Billing Address

ABEL MARTINEZ
ATTN: HIDALGO COUNTY/
2802 S US HIGHWAY 281
EDINBURG , TX 78539-6243

(956) 318-2511

Shipping Address

Unknown shipping address.

Payment Method

Select payment method during checkout.

Shipping Method

FedEx Ground

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
Samsung 2443BW 24" LCD Display	Tcpn Contract #r4713	1533382	2443BW	6	$387.00	$2,322.00
				Sub-Total		$2,322.00
				Shipping:		$0.00
				Grand Total		$2,322.00

dpi 66+

4602 Update

CDW·G

800.581.4239

Quote Information

Quote #: LZK9416

Status: Open

Quote Date: 9/30/2008

Contact: ABEL MARTINEZ

Description: DL380 QUOTE

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Shipping Address

HIDALGO COUNTY/AUDITORS OFFICE

ABEL MARTINEZ
2802 S US HIGHWAY 281
EDINBURG , TX 78539-6243

Need Help?

Contact
Jay Carlile
Phone: (866) 224-6448
Fax: (312) 705-9492
Email:jaycar@cdwg.com

Billing Address

ABEL MARTINEZ
ATTN: HIDALGO COUNTY/
2802 S US HIGHWAY 281
EDINBURG , TX 78539-6243

(956) 318-2511

Payment Method

Select payment method during checkout.

Shipping Method

UPS Ground

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
HP ProLiant DL380 G5 - Quad-Core Xeon E5430 2.66 GHz	Tcpn Contract #r4713	1538649	470064-873	1	$2,273.30	$2,273.30
HP power supply - redundant	Tcpn Contract #r4713	1029403	399771-B21	1	$235.00	$235.00
HP Smart Buy Memory - 2 GB (2 x 1 GB) - FB-DIMM - DDR II	Tcpn Contract #r4713	1133904	397411-S21	1	$148.63	$148.63
HP DVD-ROM drive - IDE	Tcpn Contract #r4713	363544	264007-B21	1	$128.00	$128.00
HP Single Port hard drive - 72 GB - SAS	Tcpn Contract #r4713	813363	375861-B21	6	$272.00	$1,632.00
Microsoft Windows Server 2008 Standard - license	Tcpn Contract #r4713	1418186	P73-04228	1	$507.00	$507.00
Microsoft Windows Server Standard 2008 - media kit	Tcpn Contract #r4713	1439810	P73-03830	1	$21.00	$21.00
					Sub-Total	$4,944.93
					Shipping:	$0.00
					Grand Total	$4,944.93

Req. 141682

AI-11847 **19.O.2.**

Section 125 Voluntary Insurance Products- Dental Only
CC REGULAR

Date: 10/28/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Requesting authority to advertise a Request for Proposals (RFP) with approval of draft specifications for: "Voluntary Group Dental Plan for Employees" for a contract term of one (1) year as directed by CC on 10-21-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-18-160-001-0-540
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 10-23-08 $16,102.71

Attachments

Link: specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2008 04:45 PM	APRV
2	Budget & Management	Veronica Lopez	10/23/2008 07:41 AM	APRV
3	Veronica Lopez	Veronica Lopez	10/23/2008 02:52 PM	APRV
4	Auditor's Office	Becky Morales	10/23/2008 06:32 PM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 08:32 AM	APRV

Form Started By: Gricelda Villarreal Started On: 10/22/2008 11:06 AM

Final Approval Date: 10/24/2008

COUNTY OF HIDALGO
REQUEST FOR PROPOSAL
"GROUP VOLUNTARY DENTAL PLAN"
RFP NO: 08-350-00-00CGV

OVERVIEW:

The County of Hidalgo is seeking to engage Providers to furnish benefits for the dental care insurance offered by Hidalgo County to its employees and the employees' dependents. This process includes a Request for Proposal for fully insured and self-insured Dental Insurance Coverage. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Group Voluntary Dental Plan"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, _____, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the Group Voluntary Dental Plan Provider selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offer s Hidalgo County.

Deliver Submittal to:

RFP No: 08-350-00-00CGV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 08-350-00-00CGV
"Group Voluntary Dental Plan"

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Friday, _____, 2008 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants

DRAFT

via facsimile by Wednesday, _____, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

ELECTRONIC TRANSMISSION OF 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.

PROOF OF ERRORS AND OMISSIONS POLICY: All insurance companies, third party administrators and brokers or agents must furnish valid evidence of Commercial General Liability and/or Errors and Omissions coverage, underwritten by a carrier with a minimum A.M. Best (A-) Rating. Liability limits must be a stated aggregate of $1,000,000.

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.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

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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.

SECTION II - RFP REQUIREMENTS

Experience/Qualifications: Proposers shall possess the following experience:

- Must have previous experience within the State of Texas, and will furnish bonafide references within their proposal to substantiate this experience.
- Proposer certifies they are a duly qualified , capable, bondable business entity, and have not filed for bankruptcy, and that they are not in receivership; nor contemplates the same.

Request For Proposal: 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.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

Personnel and Staffing: The firm must provide 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 firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: Proposers must be certified by the State of Texas and licensed to perform the professional services required or implied by the Request for Proposal. This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS, and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

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DURATION OF CONTRACT: The initial term of the contract shall be for one (1) year period, February 1, 2009 – January 31, 2010, (12-months)..

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

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service and further detailed herein under Exhibit "B"- Selection Criteria.

Proposal Ranking: The Consultant for Hidalgo County will evaluate the proposals and present a recommendation. Thereafter the Hidalgo County Commissioners' Court will rank and/or award the proposal.

Negotiation Process: If applicable, the number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, _____, 2008**.

EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

SECTION IV – SCOPE OF SERVICES/TERMS AND CONDITIONS

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GENERAL OVERVIEW

Introduction

The intent of Hidalgo County is to engage Providers/Contractor's to furnish benefits for the dental care insurance offered by Hidalgo County to its employees and the employees' dependents. This process includes a Request for Proposal for fully insured and self-insured Dental Insurance Coverage.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the Group Voluntary Dental Plan Provider selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offer s Hidalgo County.

Offerers should apprise themselves of all available information. Offerers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposal should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the offerer.

Conditions of Proposal

1. **Preparation of Proposal**

   a) All information required by the proposal form shall be furnished.

   b) Specification price sheets, specifications and necessary information are attached.

   c) Alternate Proposal – Request for Proposal
      Alternate Proposals will be considered. All alternate Proposals should be clearly marked "Alternate Plan I, Alternate Plan II, etc." Offerers are encouraged to be creative and to present their most competitive coverage and pricing Proposal.

   d) The county reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.

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e) If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing quoters would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled "CONFIDENTIAL". The identified portions will be protected from disclosure to the extent possible under the law.

f) Proposals will be opened so as to avoid disclosure of contents to competing offerers, and not be made public during the process of negotiation. However, all Proposals shall be open for public inspection after the award of the contract, except for any bonafide trade secrets and/or confidential information contained in the proposal and identified as such.

g) Clarification of Objection to Proposal Requirements:

All such requests for information can only be made in writing to:

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

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

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications requirements as set forth in this request for proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail.

Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection.

The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

Historical Background

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The current dental plan has been fully insured through _____ for ____ years. The county would like to continue with the same level of benefits. Hidalgo County pays 0% of the employee only cost. Hidalgo County is also interested in reviewing self-funded proposals.

BENEFIT SPECIFICATIONS

It is the intention of Hidalgo County to maintain, as much as possible, the current benefit levels. However, it is understood that proposers may not be able to match current benefits in total. Hidalgo County will consider and evaluate alternative proposals. Please base your proposal on the current level of benefits as close as possible. Clearly indicate any deviations in benefits in your proposal. Offerers are encouraged to be creative and to present their most competitive coverage and pricing proposal utilizing the current benefit structure as a basis.

RATE GUARANTEE

Hidalgo County desires a one-year (12 months) rate guarantee.

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AI-11899 **19.O.3.**

Rebate Check

CC REGULAR

Date: 10/28/2008
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Approval to accept a 3rd QRT 2008 rebate check from Comdata Check no. 1339383 in the amount of $6.89 dated 10/14/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-360-00-000-000-0-000
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Revenue for Co. due to rebate check.

Attachments

Link: Rebate Check

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/24/2008 08:35 AM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 09:08 AM	APRV
3	Veronica Lopez	Veronica Lopez	10/24/2008 10:46 AM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Nielda Cavazos Started On: 10/23/2008 08:39 AM

Final Approval Date: 10/24/2008

XI695 **Hidalgo County Purchasing Dept** CHECK NBR 1339383 DATE 10/14/08

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
10/14/2008	TEXAS STATE 3RD	10/14/08		6.89	0.00	6.89
			TOTAL	6.89	0.00	6.89

RECEIVED
OCT 22 2008
By Cal 9:19am

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1339383

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ *********6.89
DOLLARS

PAY DATE 10/14/08 1339383

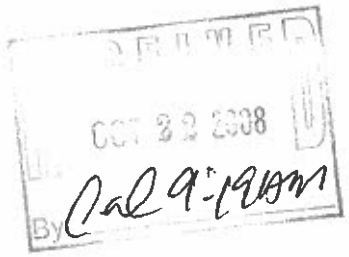
SIX AND 89/100----------

TO THE ORDER OF
Hidalgo County Purchasing Dept
Nielda Cavzos
100 Ecano 4th Floor
Edinburg TX 78539

⑈0001339383⑈ ⑆091215927⑆ 152100004224⑈

State of Texas
3rd Qtr 2008

Posting Date from	Posting Date to	Account Code	Customer ID	Customer Name	Total Gallons	Total Retail Amount	Total Amount Due	100 Basis pts
20080701	20080731	X1695	ABF07	STATE OF TEXAS	79.65	$307.66	$291.37	$2.91
20080801	20080831	X1695	ABF07	STATE OF TEXAS	72.66	$249.75	$236.05	$2.36
20080901	20080930	X1695	ABF07	STATE OF TEXAS	46.53	$167.61	$162.02	$1.62
		X1695 Total						$6.89



AI-11716 **20.A.**

Juvenile Probation deobligation of funds, fund 1286 & 1294
CC REGULAR

Date: 10/28/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Juvenile Probation:
1. Approval to deobligate cash match funds from the CJD JAIBG grant for FY 2009 (fund 1286) and appropriate into Countywide Administration - Contingency (fund 1100) in the amount of $15,000.00.
2. Approval to deobligate remaining cash match funds from the TJPC-Z-2008 grant for FY 2008 (fund 1294, program no. 007) and appropriate into Countywide Administration - Contingency (fund 1100) in the amount of $5,000.00.
3. Approval to deobligate remaining cash match funds from the TJPC-F-2008 grant for FY 2008 (fund 1294, program no. 036) and appropriate into Countywide Administration - Contingency (fund 1100) in the amount of $10,670.91.

BACKGROUND

1. Deobligation of cash match funds due to the CJD JAIBG grant for FY 2009 not being awarded to the Juvenile Probation Dept (grant period 8-1-08 to 7-31-09).
2. Deobligation of remaining cash match funds due to the TJPC-Z-2008 grant for FY 2008 being closed (grant period 9-1-07 to 8-31-08).
3. Deobligation of remaining cash match funds due to the TJPC-F-2008 grant for FY 2008 being closed (grant period 9-1-07 to 8-31-08).

Fiscal Impact

FISCAL YEAR: 2008/2009 **ACCT. #:** fund 1286 & 1294
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Deobligation of grants for the Juvenile Probation dept for FY 2008 due to grants being closed. Please refer to attachments and caption information.

The FY 2009 deobligation for the CJD JAIBG grant is due to grant not being awarded to the Juvenile Probation Dept.

Total amount to deobligate is $30,670.91; funds available for deobligation as of 10-15-08.

Amounts were verified with Elena Gaitan from the Juvenile Probation Dept.

Attachments

Link: CJD Deobligation fund 1286

Link: TJPC-Z-2008 deobligation fund 1294

Link: TJPC-F-2008 deobligation fund 1294

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/15/2008 11:27 AM	APRV
2	Budget & Management	Veronica Lopez	10/15/2008 01:18 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/16/2008 01:51 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Ivan Cantu Started On: 10/15/2008 10:10 AM

Final Approval Date: 10/24/2008

DATE: October 15, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Juvenile Probation
CJD JAIBG Grant

ACCOUNT NUMBER: **8-1XXX-XXX-00-XXX-0XX-0-XXX**

2008
Transfer

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-491-01-000-286-9- 891	**Transfer Out-Designated Purpose Level 6**	**(15,000.00)**
TO		
8-1286-391-01-000-100-9- 000	**Transfers In-General Fund**	**(15,000.00)**
8-1100-415-00-115-002-0- 899	**Countywide Adm.-Contingency**	**15,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**(15,000.00)**

REASON: **To deobligate cash match funds for the CJD JAIBG grant for FY 2009 (fund 1286) and appropriate monies into Countywide Admin-Contingency (fund 1100). Grant was not awarded; grant period 8-1-08 to 7-31-09.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

DATE: October 15, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Juvenile Probation
TJPC-Z-2008 Grant

ACCOUNT NUMBER: **8-1XXX-XXX-00-XXX-0XX-0-XXX**

2008
Transfer

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-491-01-000-294-8- 891	**Transfers Out-Juvenile Probation**	**(5,000.00)**
8-1294-423-00-330-007-8- 113	**TJPC-Z-2008-Perm Full Time Employees**	**(4,999.70)**
8-1294-423-00-330-007-8- 211	**TJPC-Z-2008-Health Insurance**	**(0.05)**
8-1294-423-00-330-007-8- 250	**TJPC-Z-2008-Unemployement Comp.**	**(0.25)**
TO		
8-1294-391-01-000-100-8- 000	**Transfers In-General Fund**	**(5,000.00)**
8-1100-415-00-115-002-0- 899	**Countywide Adm.-Contingency**	**5,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**(5,000.00)**

REASON: **To deobligate remaining cash match funds for the TJPC-Z-2008 for FY 2008 (fund 1294 program no. 007) and appropriate monies into Countywide Admin-Contingency (fund 1100) due to grant being closed. Grant period 9-1-07 to 8-31-08.**

DEPARTMENT HEAD SIGNATURE

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

DATE: October 15, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Juvenile Probation
TJPC-F-2008 Grant

ACCOUNT NUMBER: **8-1XXX-XXX-00-XXX-0XX-0-XXX**

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

2008
Transfer

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-491-01-000-294-8- 891	**Transfers Out-Juvenile Probation**	**(10,670.91)**
8-1294-423-00-330-036-8- 113	**TJPC-F-2008-Perm Full Time Employees**	**(5,875.25)**
8-1294-423-00-330-036-8- 581	**TJPC-F-2008-Travel In County**	**(4,795.66)**
TO		
8-1294-391-01-000-100-8- 000	**Transfers In-General Fund**	**(10,670.91)**
8-1100-415-00-115-002-0- 899	**Countywide Adm.-Contingency**	**10,670.91**
	TOTAL BUDGET INCREASE (DECREASE)	**(10,670.91)**

REASON: **To deobligate remaining cash match funds for the TJPC-F-2008 for FY 2008 (fund 1294 program no. 036) and appropriate monies into Countywide Admin-Contingency (fund 1100) due to grant being closed. Grant period 9-1-07 to 8-31-08.**

DEPARTMENT HEAD SIGNATURE

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

AI-11836 **20.B.**

Cell Phone Replacement
CC REGULAR

Date: 10/28/2008
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Budget and Management

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (for replacement of damaged 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:
Parking Lot Security	Robert Lugo	IC 502	$50.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-115-069-0-664
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 10-22-08 $1,330.01

Attachments

Link: Cell Phone Replacement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 07:48 AM	APRV
2	Veronica Lopez	Veronica Lopez	10/23/2008 08:32 AM	APRV
3	Auditor's Office	Becky Morales	10/23/2008 09:49 AM	APRV
4	Purchasing Department	Marty Salazar	10/23/2008 01:32 PM	APRV
5	Court Administrator	Angela Garcia	10/23/2008 01:47 PM	APRV

Form Started By: Griselda Salazar Started On: 10/21/2008 04:50 PM

Final Approval Date: 10/23/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-393-1845)
☐ Plan change
☐ User Name Change
☐ Delete Service
☑ Other replacement

(2) Requesting employee/position: Robert Lugo

Employee ID #: 016497 Office: 292-7025 Budget Acct. #: 8-1102-419-40-1150690-

(3) Type of duties:

☐ Offsite duties ☐ On-call duties ☑ Law Enforcement ☐ Emergency Response ☐ Other: _____

(4) Describe how cell phone will be used: communicate with other deputies, employees & public on incidents or concerns.

(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	IC502	$ 50.00

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

only on Seminar trips

(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

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Rolando Gonzalez	10-20-08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-11917 **20.C.**

2008 interfund transfer for C.O.,2006-PCT.2-HEAVY EQUIPMENT CC REGULAR

Date: 10/28/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: 2008 CO 2006 (1336)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of interfund transfer from Capital Outlay (1301) to Certificate of Obligation series 2006 (1336) in the total amount of $175,063.27.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Cap. Outlay to CO 2006
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 8-1301-415-00-120-007-0-720 and 8-1301-423-20-320-017-0-739 to 8-1336-431-00-122-030-0-742 to aquire additional funding as needed for the C.O.,2006-PCT.2-HEAVY EQUIPMENT (1336) in the amount of $110629.17 to pay for pending equipment purchase.

Attachments

Link: Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/23/2008 04:37 PM	APRV
2	Rey Salazar	Rey Salazar	10/24/2008 08:28 AM	APRV
3	Auditor's Office	Linda Fong	10/24/2008 10:08 AM	APRV
4	Sergio Cruz		10/24/2008 05:46 PM	NEW

Form Started By: Dale Kennan — Started On: 10/23/2008 03:00 PM

Final Approval Date: 10/24/2008

DATE: October 28, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT FOR
CAPITAL OUTLAY FUND (1301) & C.O., SERIES 2006 (1336)

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1301-412-00-220-017-0- 720	BENNETT BLDG-BUILDINGS	(243.90)
8-1301-415-00-120-007-0- 745	K-MART PROPERTY-COMPUTER EQUIPMENT	(3,029.29)
8-1301-415-00-120-007-0- 720	K-MART PROPERTY-BUILDINGS	61,160.91
8-1301-415-00-120-007-0- 720	K-MART PROPERTY-BUILDINGS	(136,069.14)
8-1301-423-20-320-017-0- 739	NEW ADULT PROBATIN BLDG-OTHER STRUCTURES	(35,720.94)
8-1301-391-01-000-336-0- 000	TRANSFERS IN-CERT OF OBLIG, 2006	(175,063.27)
8-1336-491-01-000-301-0- 891	TRANSFERS OUT-CAPITAL OUTLAY	(175,063.27)
8-1336-431-00-122-030-0- 742	C.O.,2006-PCT.2-HEAVY EQUIPMENT	164,134.62
8-1336-419-40-220-028-0- 739	C.O.,2006-B&G-CRTHSE ADDL PRK-OTHER STRU	10,928.65
	TOTAL BUDGET INCREASE (DECREASE) 1301	61,160.91

REASON: **TO FUND PURCHASE OF HEAVY EQUIPMENT AND PROVIDE ADDITIONAL FUNDING FOR PARKING LOT IMPROVEMENTS.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-11906 **20.D.**

Interdepartmental Transfer
CC REGULAR

Date: 10/28/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Administration-Contingency to County Commissioners-Dues & Memberships (1100) in the amount of $30,000.00.

BACKGROUND

To cover dues for the Rio South Texas Economic Council.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-X0-115-0XX-0-8XX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 10/23/08.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/23/2008 11:49 AM	APRV
2	Rey Salazar	Rey Salazar	10/24/2008 08:24 AM	APRV
3	Auditor's Office	Linda Fong	10/24/2008 09:11 AM	APRV
4	Purchasing Department	Marty Salazar	10/24/2008 10:16 AM	APRV
5	Court Administrator	Angela Garcia	10/24/2008 10:24 AM	APRV

Form Started By: Erika Reyna Started On: 10/23/2008 11:14 AM

Final Approval Date: 10/24/2008

DATE: **October 23, 2008**

DEPARTMENT HEAD: **Valde Guerra**

DEPARTMENT NAME: **Dept. of Budget and Mgmt.**

ACCOUNT NUMBER: **8-1100-41X-X0-115-0XX-0-8XX**

SUBJECT: **Interdepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
8-1100-415-00-115-002-0-899	CO WIDE ADM - CONTINGENCY	(30,000.00)
TO		
8-1100-413-30-115-017-0-810	CO COMM - DUES & MEMBERSHIPS	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Transfer from CO WIDE ADM-CONTINGENCY TO CO COMM-DUES & MEMBERSHIPS to cover dues to join the Rio South Texas Economic Council.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-11933 **20.E.**

Interdepartmental Transfer from County Wide Adm to Tax Office (Alamo Sub-Station)

CC REGULAR

Date: 10/28/2008
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Armando Barrera Jr.
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Administration-Contingency to Tax Office (1100) in the amount of $45,000.00.

BACKGROUND

Fiscal Impact

Attachments

Link: TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/24/2008 05:17 PM	APRV
2	Budget & Management		10/24/2008 05:46 PM	NEW
Form Started By: Damaris San Miguel			Started On: 10/24/2008 02:26 PM	
Final Approval Date: 10/24/2008				

DATE: October 24, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o Tax Office

ACCOUNT NUMBER: 8-1100-415-15-140-001-0

SUBJECT: **Inter-departmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
8-1100-415-00-115-002-0	899	CO WIDE ADM-CONTINGENCY		(45,000.00)
TO				
8-1100-415-15-140-001-0	743	TAX OFFICE	OFFICE EQUIPMENT	9,500.00
8-1100-415-15-140-001-0	661	TAX OFFICE	MINOR OFFICE EQUIPMENT	8,250.00
8-1100-415-15-140-001-0	664	TAX OFFICE	OTHER MINOR EQUIPMENT	200.00
8-1100-415-15-140-001-0	666	TAX OFFICE	MINOR OFFICE FURNITURE	6,300.00
8-1100-415-15-140-001-0	746	TAX OFFICE	OFFICE FURNITURE	3,000.00
8-1100-415-15-140-001-0	748	TAX OFFICE	OTHER EQUIPMENT	3,250.00
8-1100-415-15-140-001-0	745	TAX OFFICE	COMPUTER EQUIPMENT	6,000.00
8-1100-415-15-140-001-0	665	TAX OFFICE	MINOR COMPUTER EQUIPMENT	3,420.00
8-1100-415-15-140-001-0	890	TAX OFFICE	OTHER	5,080.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

TO FUND THE NEW ALAMO SUB-STATION.

SIGNATURE

/ /

AI-11916 **20.F.**

Precinct Vehicles - Budget Amendment
CC REGULAR

Date: 10/28/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 appropriation of funds - Tax Notes, Series 2007 (1302) - Drainage Impr. Proj. for Precinct 1, Precinct 2, Precinct 3, and Precinct 4 in the amount of $820,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-431-50-12X-XXX-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $820,000.00

8-1302-431-50-121-051-0-741 $205,000.00
8-1302-431-50-122-083-0-741 $205,000.00
8-1302-431-50-123-074-0-741 $205,000.00
8-1302-431-50-124-036-0-741 $205,000.00

Available balance as of 10-24-08 $1,673,103.91.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	10/23/2008 05:18 PM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 07:38 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/24/2008 05:18 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW
Form Started By: Sergio Cruz			Started On: 10/23/2008 02:24 PM	
Final Approval Date: 10/24/2008				

DATE: October 28, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR TAX NOTES, SERIES 2007

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1302-431-50-121-051-0- 741	TAX NOTES, 2007 - PCT 1 DRAINAGE IMPR PROJ - VEHICLES	205,000.00
8-1302-431-50-122-083-0- 741	TAX NOTES, 2007 - PCT 2 DRAINAGE IMPR PROJ - VEHICLES	205,000.00
8-1302-431-50-123-074-0- 741	TAX NOTES, 2007 - PCT 3 DRAINAGE IMPR PROJ - VEHICLES	205,000.00
8-1302-431-50-124-036-0- 741	TAX NOTES, 2007 - PCT 4 DRAINAGE IMPR PROJ - VEHICLES	205,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**820,000.00**

REASON: TO FUND PRECINCT VEHICLES FOR DRAINAGE IMPROVEMENT PROJECT.

DEPARTMENT HEAD SIGNATURE

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

AI-11927 **20.G.**

Interdept transfer - Juvenile Probation - Longevity
CC REGULAR

Date: 10/28/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Juvenile Probation Longevity Pay (1100) in the amount of $5,500.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899-->8-1100-423-60-330-002-0-115 $5,500.00
Available balance as of 10-24-08 $194,744.11

Attachments

Link: Inter-dept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rey Salazar	Rey Salazar	10/24/2008 02:22 PM	APRV
2	Budget & Management	Veronica Lopez	10/24/2008 02:27 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/24/2008 02:34 PM	APRV
4	Auditor's Office		10/24/2008 05:46 PM	NEW
Form Started By: Manuel Chapa			Started On: 10/24/2008 10:58 AM	
Final Approval Date: 10/24/2008				

DATE: October 24, 2008

DEPARTMENT HEAD: Valde Guerra **AI# 11927**

DEPARTMENT NAME: Dept. of Budget & Management for Juvenile Probation

ACCOUNT NUMBER: 8-1100-423-60-330-002-0-115

SUBJECT: Interdepartmental Transfer

CONTACT PERSON: Manuel Chapa **PH# :** 956-292-7025

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	Co. Wide Adm - Contingency	(5,500.00)
8-1100-423-60-330-002-0-115	Juvenile Probation - Longevity Pay	5,500.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Interdepartmental transfer from Co. Wide Adm. - Contingency to Juvenile Probation in the total amount of $5,500.00 to cover a negative balance of $615.69 as of 10-24-08, and also to fund Longevity Pay for the remaining of 2008 due to policy interpretation.**

DEPARTMENT HEAD SIGNATURE

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

AI-11823 **20.H.**

2008 Interdpt for CO 2004-B&G (1334)
CC REGULAR

Date: 10/28/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: 2008 CO 2004-B&G (1334)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within CO series 2004-B&G (1334) from Sally Port (program 015) to Courthouse (010) in the amount of $1,450.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1334-4XX-00-220-01X-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 8-1334-423-00-220-015-0-452 to 8-1334-412-00-220-010-0-452 in the amount of $1,450.00. Available balance is $12,985.00 as of 10/21/08.

Attachments

Link: 2008 Interdpt for CO 2004-B&G (1334)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/21/2008 01:58 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/22/2008 07:55 AM	APRV
3	Dale Kennan (Originator)	Dale Kennan	10/22/2008 08:20 AM	APRV
4	Auditor's Office	Becky Morales	10/23/2008 09:47 AM	APRV
5	Purchasing Department	Marty Salazar	10/23/2008 01:30 PM	APRV
6	Court Administrator	Angela Garcia	10/23/2008 01:31 PM	APRV

Form Started By: Dale Kennan Started On: 10/21/2008 08:54 AM

Final Approval Date: 10/23/2008

DATE: October 21, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for C.O. 2004 - Buildings & Grounds (1334)

ACCOUNT NUMBER: 8-1334-4XX-00-220-01X-0-452

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1334-423-00-220-015-0-452	C.O.,2004-B&G-SALLY PORT-BLDG ADD &RENOV	(1,450.00)
8-1334-412-00-220-010-0-452	C.O.,2004-BLDG & GRDS-CRTHS-BLD ADD&REN	$1,450.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from C.O.,2004-B&G-SALLY PORT-BLDG ADD &RENOV to C.O.,2004-BLDG & GRDS-CRTHS-BLD ADD&REN to fund pending invoice for renovations at the courthouse.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-11939 **20.I.**

Deobligation of funds Public Defender Grant FY 09
CC REGULAR

Date: 10/28/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval to deobligate funds from Public Defender Grant (1282) and appropriate into Countywide Administration - Contingency (1100) in the amount of $34,659.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1282-391-01-000-100-9-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Deobligation of funds in the amount of $34,659.00 from fund 1282 Public Defender Grant and appropriation into Countywide Administration - Contingency fund 1100.

Attachments

Link: Deobligation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/24/2008 04:24 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/24/2008 04:39 PM	APRV
3	Auditor's Office		10/24/2008 05:46 PM	NEW
Form Started By: Manuel Chapa			Started On: 10/24/2008 04:06 PM	
Final Approval Date: 10/24/2008				

DATE: October 24, 2008

AI# 11939

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR PUBLI DEFENDER GRANT

ACCOUNT NUMBER: **8-1100-415-00-115-002-0-899**

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	**CO WIDE ADM - CONTINGENCY**	**34,659.00**
8-1100-491-01-000-282-9- 891	**TRANSFER OUT**	**(34,659.00)**
TO		
8-1282-391-01-000-100-9- 000	**TRANSFER IN - GENERAL FUND**	**(34,659.00)**
	TOTAL BUDGET INCREASE (DECREASE)	**(34,659.00)**

REASON: **To deobligate funds from Public Defender Grant (1282) and appropriate into Countywide Adm. Contingency.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-11943 **20.J.**

INTERDEPARTMENTAL TRANSFER FROM COUNTY WIDE ADM TO CCL#5

CC REGULAR

Date: 10/28/2008
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to County Court at Law #5 (1100) in the amount of $17,049.85

BACKGROUND

Fiscal Impact

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/24/2008 05:27 PM	APRV
2	Budget & Management		10/24/2008 05:46 PM	NEW
Form Started By: Damaris San Miguel			Started On: 10/24/2008 05:06 PM	
Final Approval Date: 10/24/2008				

DATE: October 24, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o CCL #5

ACCOUNT NUMBER: 8-1100-412-00-025-001-0

SUBJECT: **Inter-departmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
8-1100-415-00-115-002-0	899	CO WIDE ADM-CONTINGENCY		(17,049.85)
TO				
8-1100-412-00-025-001-0	601	CCL #5	OFFICE SUPPLIES	460.00
8-1100-412-00-025-001-0	432	CCL #5	REPAIR AND MAINT EQUIPMENT	2,632.00
8-1100-412-00-025-001-0	666	CCL #5	MINOR OFFICE FURNITURE	3,298.47
8-1100-412-00-025-001-0	746	CCL #5	OFFICE FURNITURE	3,546.53
8-1100-412-00-025-001-0	745	CCL #5	COMPUTER EQUIPMENT	7,112.85
			TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:

TO REPLACE DAMAGED FURNITURE AND EQUIPMENT

SIGNATURE

/ /

AI-11886 **21.D.**

Claim of Jose A. Medellin
CC REGULAR

Date: 10/28/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Jose A. Medellin

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 04:39 PM	APRV
2	Auditor's Office	Becky Morales	10/23/2008 09:25 AM	APRV
3	Purchasing Department	Marty Salazar	10/23/2008 02:00 PM	APRV
4	Court Administrator	Angela Garcia	10/24/2008 08:32 AM	APRV

Form Started By: Norma Silva — Started On: 10/22/2008 04:31 PM

Final Approval Date: 10/24/2008

AI-11887 **22.D.**

Claim of Jose A. Medellin
CC REGULAR

Date: 10/28/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Jose A. Medellin

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 04:39 PM	APRV
2	Auditor's Office	Becky Morales	10/23/2008 09:25 AM	APRV
3	Purchasing Department	Marty Salazar	10/23/2008 02:00 PM	APRV
4	Court Administrator	Angela Garcia	10/24/2008 08:32 AM	APRV

Form Started By: Norma Silva — Started On: 10/22/2008 04:32 PM

Final Approval Date: 10/24/2008