AI-12676 **5.B.**

Emergency Declaration for County Wide Drainage System Improvements

CC REGULAR

Date:	12/09/2008
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Pursuant to federal, state and local "Declaration of Emergency" approved on 7/28/08 due to Hurricane Dolly, Approval and authorization to appropriate four million dollars ($4,000,000) from the General Fund unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures related to county wide drainage system improvements. (Funds are eligible for reimbursement from C.O., Series 2009 as per reimbursement resolution approved on October 7th, 2008)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Appropriation will be made available from the county general fund unreserved fund balance.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/05/2008 01:31 PM	APRV
2	Roland Garcia	Rolando Garcia	12/05/2008 02:52 PM	APRV
3	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Sergio Cruz Started On: 12/04/2008 05:13 PM

Final Approval Date: 12/05/2008

DATE: December 9, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

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
8-1100-491-01-000-201-0- 891	TRANSFERS OUT-R&B PCT.1	1,000,000.00
8-1100-491-01-000-202-0- 891	TRANSFERS OUT-R&B PCT.2	1,000,000.00
8-1100-491-01-000-203-0- 891	TRANSFERS OUT-R&B PCT.3	1,000,000.00
8-1100-491-01-000-204-0- 891	TRANSFERS OUT-R&B PCT.4	1,000,000.00
8-1201-391-01-000-100-0- 000	TRANSFERS IN-GENERAL FUND	1,000,000.00
8-1202-391-01-000-100-0- 000	TRANSFERS IN-GENERAL FUND	1,000,000.00
8-1203-391-01-000-100-0- 000	TRANSFERS IN-GENERAL FUND	1,000,000.00
8-1204-391-01-000-100-0- 000	TRANSFERS IN-GENERAL FUND	1,000,000.00
8-1201-431-00-121-052-0- 742	PCT.1 DRAIN IMPRV PRJ-HEAVY EQUIPMENT	1,000,000.00
8-1202-431-00-122-034-0- 733	PCT.2 DRAIN IMPRV PRJ-DRAINAGE DITCHES	1,000,000.00
8-1203-431-00-123-049-0- 742	PCT.3 DRAIN IMPRV PRJ-HEAVY EQUIPMENT	1,000,000.00
8-1204-431-00-124-036-0- 733	PCT.4 DRAIN IMPRV PRJ-DRAINAGE DITCHES	1,000,000.00
	TOTAL BUDGET INCREASE (DECREASE)	4,000,000.00

REASON: **TO FUND EMERGENCY EXPENDITURES RELATED TO COUNTY WIDE DRAINAGE SYSTEM IMPROVEMENTS.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-12645 **5.C.**

Ameded Substance Abuse/Drug Policy and related personnel policies

CC REGULAR

Date:	12/09/2008
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration, and approval to amend Hidalgo County's Substance Abuse/Drug Policy and related sections of the Hidalgo County Personnel Manual to reflect that post-offer or pre-employment screenings may only be required for safety-sensitive positions.

BACKGROUND

Amendment necessary to reflect outcome of Ninth Circuit Court of Appeals case *Lanier v. City of Woodburn*.

Fiscal Impact

Attachments

Link: letter

Link: Drug & Alcohol Policy

Link: Personnel manual

Link: Brown Book Revisions

Link: Drug Policy Revisions

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 11:06 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/05/2008 03:13 PM	APRV
3	Auditor's Office	Becky Morales	12/05/2008 03:52 PM	APRV
4	Purchasing Department	Marty Salazar	12/05/2008 04:32 PM	APRV

Form Started By: Angela Garcia — Started On: 12/04/2008 10:18 AM

Final Approval Date: 12/05/2008

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RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1190
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October 13, 2008

Via Facsimile

Juan de Dios ("J.D.") Salinas, III
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Commissioner Pct. #1, Sylvia Handy
1902 Joe Stevens
Weslaco, Texas 78596

Commissioner Pct. # 2, Hector "Tito" Palacios
301 E. State
Pharr, Texas 78577

Commissioner Pct. # 3, Joe M. Flores
P. O. Box 607
Mission, Texas 78572

Commissioner Pct. #4, Oscar Garza
1102 N. Doolittle
Edinburg, Texas 78541

RE: Pre-Employment Screening

Dear Judge & Commissioners:

We are writing to inform you that we have learned of a Ninth Circuit Court of Appeals case that may affect the Hidalgo County job application process and substance abuse policy. In *Lanier v. City of Woodburn*, 518 F. 3d 1147, C.A.9 (Or.) 2008, the Court of Appeals found a city policy requiring a selected job candidate to pass a pre-employment drug test as a condition of the job offer to be unconstitutional. This ruling does not affect the validity of requiring drug testing for safety-sensitive positions.

Currently, the County's substance abuse policy states that drug testing may be required for *"post-offer, pre-employment screening. . . ."* [emphasis added], *See* Hidalgo County Personnel Policy Section 9.52(a). Based on the above case, we recommend the County's policy be amended to reflect the outcome of the *Lanier* case by clarifying that post-offer or pre-employment screening may only be required for safety-sensitive positions.

October 13, 2008
Page 2

Should you have any questions regarding this matter, please do not hesitate to contact the undersigned.

Very truly yours,

ATLAS & HALL, LLP

By: Stephen L. Crain

cc: Valorie C. Glass

The County of Hidalgo Drug and Alcohol Policy

1. Policy Statement

The County of Hidalgo (the "COUNTY") recognizes that alcohol and drug abuse in the workplace has become a major concern. To help ensure a safe, healthy and productive drug-free work environment for all employees (collectively "Employees") of the COUNTY and others on the property of the COUNTY, to protect COUNTY property and assets, maintain a favorable public image and to assure efficient operations, the COUNTY has adopted a policy on drugs, alcohol and other prohibited items applicable to all Employees. This policy is intended to comply with the Drug Free Workplace Act of 1988, the Texas Workers Compensation Act and all applicable regulations issued by the Department of Transportation ("DOT").

It is the policy of the COUNTY to maintain its property and to provide a drug-free working environment that is both safe for Employees and others having business with the COUNTY or on COUNTY property and conducive to efficient and productive work standards. This policy restricts certain items and substances from being brought on or being present in or on COUNTY property, including all COUNTY owned and operated buildings, parking areas, easements and rights of way, vehicles, equipment, parks and recreational areas, capital projects, construction sites, job sites and any areas which fall under the jurisdiction and control of the COUNTY. This policy prohibits Employees from reporting to work, working or being present on COUNTY property, whether or not on duty, from having detectable levels or identifiable trace quantities of certain drugs and other substances. However, this policy is not intended to prohibit or restrict the legal and responsible use of alcohol in County recreation areas by County Employees while off duty.

2. Statement of the Drug and Alcohol Policy

The use, possession, sale, manufacture, distribution, transfer, dispensation, concealment, receipt, transportation, or being under the influence of any prohibited items or substances (including the presence of detectable levels or identifiable trace quantities), as defined in Section 3, on COUNTY property or while on COUNTY business, by Employees, is prohibited. Employees must not report for duty or be on COUNTY property while under the influence of, or have in their possession while on COUNTY property, any prohibited item or substance.

3. Definitions

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or any other low molecular weight alcohol including methyl and isopropyl alcohol.

CDL means Commercial Driver License holders. The COUNTY requires certain Employees to maintain a CDL. The DOT regulations (49 CFR Parts 40 and 382) require the COUNTY to have a special, mandatory controlled substance and alcohol testing policy for these Employees. All applicable drug and testing procedures shall meet DOT regulations. A copy of the DOT regulations shall be available for inspection and copying in the Personnel Office.

Commission means the Hidalgo County, Texas Civil Service Commission established pursuant to the Texas Local Government Code.

Controlled Substance means illegal drugs plus any other substance covered by Schedules I through V of the Federal Controlled Substances Act (21 USC 801, et seq.) or the Texas Controlled Substances Act (Chap. 481, Texas Health and Safety Code). A controlled substance is unauthorized if the Employee does not have a valid prescription for that substance at the time of its use or possession.

Conviction means a final, non-appealable finding of guilt by either a judge or jury, or a suspension of sentence, probation or deferred adjudication, including a plea of *no lo contendere*.

County means Hidalgo County, Texas, as organized and existing under the constitution and laws of the State of Texas.

Department means a county, district, or precinct office, agency, or board that has jurisdiction and control of designated governmental functions.

Department Head means an individual appointed as a supervisor or a department by one of the following: Commissioner's Court, County Judge, a designated representative of the Commissioner's Court, or an Elected Official.

Detectable means the measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the County's contract with a National Institute of Drug Abuse ("NIDA") certified testing laboratory; such levels will meet the DOT requirements.

Elected Official means an individual elected to a position created by the constitution or by statute. The term of an Elected Official is limited by the constitution.

Employee means any person employed by the County, including Elected Officials, full-time, part-time, temporary, probationary and contract employees.

Safety-sensitive Position means a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life threatening procedures, or

work with controlled substances; a position in which drug impairment constitutes an immediate and direct threat to the Employee's health or safety; a position which has access to a juvenile facility; a position in which the Employee is responsible for the well-being of a minor; or a position in which a momentary lapse in attention could result in injury or death to another person.

Under the influence means being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees, the public or COUNTY property, and/or having a measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a NIDA certified lab.

4. Prohibited Items and Prohibited Conduct

A. The use, possession, sale, manufacture, distribution, dispensation, concealment, receipt, transportation, or being under the influence of any of the following items or substances on COUNTY property (including the presence of detectable levels or identifiable trace quantities), by Employees, is prohibited:

i. Illegal drugs; controlled substances; marijuana; mood or mind altering substances, legal or illegal; "look-alike" substances; designer, counterfeit or synthetic drugs; inhalants; and any other drugs or substances which will in any way affect safety, workability, alertness, coordination, judgment, response or affect the safety of others on the job.

ii. Alcoholic beverages. Consuming alcoholic beverages while driving or driving while intoxicated any vehicle for COUNTY business or any COUNTY vehicle at any time is prohibited. The consumption of alcohol on COUNTY time is prohibited.

iii. Drug paraphernalia.

iv. Prescription drugs and over the counter medications, except under the following conditions:

a) The drugs have been prescribed by an authorized and Texas licensed medical practitioner for current use (within the past 12 months) for the person in possession of the drugs and filled in accordance with the provisions of the Texas Pharmacy Act, Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code) and regulations promulgated thereunder.

b) The drugs/medications, both prescribed and over the counter, are limited to a one day's supply, or must be kept in their original container labeled in accordance with the provisions of the applicable laws of the State of Texas and must be taken in accordance with the dosage recommendations and usage cautions and generally must not affect the person's ability to perform work safely.

c) The COUNTY may require the Employee to provide documentation from the doctor stating that such use will not impair the Employee's ability to perform the essential functions of his/her position. The COUNTY reserves the right, with Employee's consent, to consult with the Employee's medical doctor to determine if a drug or medication, whether prescribed or not, produces hazardous or non-safe effects and may restrict the use of any such drug or medication accordingly on COUNTY property.

d) Any Employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of medication could compromise the safety of the Employee, fellow Employees or the general public, it is the Employee's responsibility to use appropriate personnel procedures (i.e., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

B. The following conduct is prohibited by this policy:

i. Switching or altering any urine sample submitted for testing.

ii. Refusal to consent to testing. Consent is indicated by signing any form required by the COUNTY or its designated testing facility.

iii. Refusal to submit to an inspection of any desk, locker, vehicle or other COUNTY property under Employee's control when asked to do so by Department Head or Elected Official.

iv. Conviction under any criminal drug statute for a violation occurring in the workplace.

v. Failure to notify the Department Head, Elected Official or Risk Management of any arrest or conviction under any criminal drug statute, or arrest or conviction of driving while intoxicated, within five (5) days of the arrest or conviction.

vi. Failure to notify Department Head, Elected Official or Risk Management of the side effects of a prescription or non-prescription drug which may impair the Employee's behavior or physical or mental ability to safely and fully perform assigned duties.

vii. Failure to keep prescribed medicine in its original container or to provide proof of identification of drug prescriptions and prescribing physician.

viii. Failure of any COUNTY Employee to report the use or possession of an illegal drug or prohibited item by another COUNTY Employee while on duty or in a COUNTY vehicle.

5. Policy Enforcement

Because of the importance of this Policy, the COUNTY reserves the right, at all times, while on COUNTY premises and property and when circumstances warrant, to have the Department Head, Elected Official or personnel designated by COUNTY conduct reasonable searches and inspections of Employees and their personal property and effects, to include, but not limited to lunch boxes, purses, briefcases, baggage, offices, desks, clothing, and vehicles (including trunks, glove compartments, etc.), for the purpose of determining if such Employees or other persons are using, possessing, selling, manufacturing, distributing, dispensing, concealing, receiving or transporting any of the prohibited items and substances.

The Department Head, Elected Official and certain personnel designated by the Department Head have the right to conduct an on-the-spot search and inspection of Employees and their personal property and effects, as described above, if Department Head, Elected Official or designated personnel have a reason to believe that Employees or others are in violation of this policy. All searches and inspections conducted by outside authorized specialists will be in the presence of the Department Head, Elected Official or such designated personnel. All Employees are expected to cooperate with any investigation regarding this policy. Failure to cooperate, providing false information or omitting information may subject Employees to disciplinary action in accordance with all COUNTY personnel policies and all applicable state law.

A search and inspection may also include and require Employees present on COUNTY property to submit to a drug and alcohol screen test. Tests may be required under the following circumstances, however testing is mandatory for all individuals in sections (a) and (b):

a) Post-offer, pre-employment screening to a safety-sensitive position;

b) Post-employment transfer, promotion and/or reassignment to safety-sensitive position;

c) When the Department Head, Elected Official or personnel designated by the Department Head have reason to believe that an Employee on COUNTY property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of this policy;

d) When an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person;

e) When an Employee returns to active employment in a safety-sensitive position after a leave of absence of forty-five (45) days or more;

f) Following an on-the-job injury requiring treatment from a physician, or, following a serious or potentially serious accident or incident, including near misses, in which safety precautions were violated, unsafe instructions or orders were given, vehicles/equipment/property was damaged, or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances; or

g) Random (Periodic and unannounced). Only COUNTY employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position will be subject to random testing. Random testing, other than to meet current specific job site requirements, will not commence until twenty-one (21) days following the date of this policy; however, applicants for employment shall be subject to testing as of the date of this policy. The search, inspection, urine and/or blood drug screening provisions herein will be

performed with concern for the personal privacy of each Employee or other person, and will also apply to contract labor, when feasible.

All persons shall have the opportunity, prior to testing and at the testing facility, to list all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances surrounding the use of such drugs. All records containing medical information will be maintained in accordance with applicable law.

This testing policy does not include and specifically excludes those Employees covered by the Hidalgo County Sheriff's Department Alcohol and Drug Testing Policy as defined therein.

6. Consequences for Violating Policy

The following violations of this policy will result in **automatic and mandatory termination** upon the first offense:

a) Refusal to submit to a drug and or alcohol test. Consent is indicated by signing any form required by the COUNTY or the physician or laboratory collecting the specimen for testing.

b) Confirmation of a positive result in drug testing and screening, which indicates detectable levels or identifiable trace quantities of a prohibited drug or substance

c) Unauthorized use or possession of alcohol when reporting for duty, while on duty or occupying any COUNTY vehicle or personal vehicle on COUNTY time, including lunch or other break periods.

Violations involving other sections of this policy will result in disciplinary actions, up to and including termination, in accordance with all COUNTY personnel policies and all applicable state law. Preliminary findings of a policy violation, other than those which require automatic and mandatory termination, may require Employee be suspended, without pay, pending the results of an investigation. If the investigation clears Employee of any policy violation, then Employee will be fully reinstated, including pay, to his/her job.

An Employee who is terminated for refusing to take a drug test and or alcohol test or who is terminated for having a positive drug or alcohol test will not be eligible for rehire for six (6) months.

7. Notification

Any Employee who is arrested or convicted of a drug-related offense must report the arrest or conviction to their Department Head**,** Elected Official or Risk Management within five (5) days of the conviction. Any Employee who is arrested or convicted of driving while intoxicated must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Failure to report such an offense may result in disciplinary action in accordance with all COUNTY personnel policies and applicable state law.

8. Treatment Programs and Employee Insurance

While the COUNTY does not sponsor or endorse any specific drug treatment program, such programs are available through public and private health care facilities in the area. Affected employees are encouraged to seek assistance for themselves and their dependents. The group health insurance offered to employees and their dependents may provide limited coverage for expenses related to drug treatment programs. Employees may contact the Human Resources Department or refer to the plan description for details.

The COUNTY does not offer, nor require, participation in drug and alcohol abuse education and training programs. However, various public and private facilities in the area offer such programs and affected or interested employees are encouraged to seek assistance.

I, _____, have read, understand and received a copy of the County of Hidalgo Drug and Alcohol Policy, and understand I am expected to abide by this Policy.

_____ _____

Date: Signature:

SUBSTANCE ABUSE/DRUG POLICY

9.46 All employees shall endeavor to maintain a safe workplace that is free of substance abuse and alcohol use and abuse, in compliance with applicable state and federal laws.

9.47 The use, possession, sale, manufacture, distribution, transfer, dispensation, concealment, receipt, transportation, or being under the influence of any prohibited items or substances (including the presence of detectable levels or identifiable trace quantities), as defined in Section 9.48, on County property or while on County business, by employees, is prohibited. Employees must not report for duty or be on County property while under the influence of, or have in their possession while on County property, any prohibited item or substance.

9.48 The use, possession, sale, manufacture, distribution, dispensation, concealment, receipt, transportation, or being under the influence of any of the following items or substances on County property (including the presence of detectable levels or identifiable trace quantities), by employees, is prohibited:

a. Illegal drugs; controlled substances; marijuana; mood or mind altering substances, legal or illegal; "look-alike" substances; designer, counterfeit or synthetic drugs; inhalants; and any other drugs or substances which will in any way affect safety, workability, alertness, coordination, judgment, response or affect the safety of others on the job.

b. Alcoholic beverages. Consuming alcoholic beverages while driving or driving while intoxicated any vehicle for County business or any County vehicle at any time is prohibited. The consumption of alcohol on County time is prohibited.

c. Drug paraphernalia.

d. Prescription drugs and over the counter medications, except under the following conditions:

i. The drugs have been prescribed by an authorized and Texas licensed medical practitioner for current use (within the past 12 months) for the person in possession of the drugs and filled in accordance with the provisions of the Texas Pharmacy Act, Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code) and regulations promulgated thereunder.

ii. The drugs/medications, both prescribed and over the counter, are limited to a one day's supply, or must be kept in their original container

labeled in accordance with the provisions of the applicable laws of the State of Texas and must be taken in accordance with the dosage recommendations and usage cautions and generally must not affect the person's ability to perform work safely.

iii. The County may require the employee to provide documentation from the doctor stating that such use will not impair the employee's ability to perform the essential functions of his/her position. The County reserves the right, with employee's consent, to consult with the employee's medical doctor to determine if a drug or medication, whether prescribed or not, produces hazardous or nonsafe effects and may restrict the use of any such drug or medication accordingly on County property.

Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of medication could compromise the safety of the employee, fellow employees or the general public, it is the employee's responsibility to use appropriate personnel procedures (i.e., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

9.49 The following conduct is prohibited by this policy:

a. Switching or altering any urine sample submitted for testing.

b. Refusal to consent to testing. Consent is indicated by signing any form required by the County or its designated testing facility.

c. Refusal to submit to an inspection of any desk, locker, vehicle or other County property under employee's control when asked to do so by Department Head or Elected Official.

d. Conviction under any criminal drug statute for a violation occurring in the workplace.

e. Failure to notify the Department Head, Elected Official or Risk Management of any arrest or conviction under any criminal drug statute, or arrest or conviction of driving while intoxicated, within five (5) days of the arrest or conviction.

f. Failure to notify Department Head, Elected Official or Risk Management of the side effects of a prescription or non-prescription drug which may impair

the employee's behavior or physical or mental ability to safely and fully perform assigned duties.

g. Failure to keep prescribed medicine in its original container or to provide proof of identification of drug prescriptions and prescribing physician.

h. Failure of any County employee to report the use or possession of an illegal drug or prohibited item by another County employee while on duty or in a County vehicle.

9.50 The County reserves the right, at all times, while on County premises and property and when circumstances warrant, to have the Department Head, Elected Official or personnel designated by County conduct reasonable searches and inspections of employees and their personal property and effects, to include, but not limited to lunch boxes, purses, briefcases, baggage, offices, desks, clothing, and vehicles (including trunks, glove compartments, etc.), for the purpose of determining if such employees or other persons are using, possessing, selling, manufacturing, distributing, dispensing, concealing, receiving or transporting any of the prohibited items and substances.

9.51 The Department Head, Elected Official and certain personnel designated by the Department Head have the right to conduct an on-the-spot search and inspection of employees and their personal property and effects, as described above, if Department Head, Elected Official or designated personnel have a reason to believe that employees or others are in violation of this policy. All searches and inspections conducted by outside authorized specialists will be in the presence of the Department Head, Elected Official or such designated personnel.

9.52 All employees are expected to cooperate with any investigation regarding this policy. Failure to cooperate, providing false information or omitting information may subject employees to disciplinary action in accordance with all County personnel policies and all applicable state law. A search and inspection may also include and require employees present on County property to submit to a drug screen test. Tests may be required under the following circumstances, however testing is mandatory for all individuals in sections (a) and (b):

a. Post-offer, pre-employment screening to a safety sensitive position;

b. Post-employment transfer, promotion and/or reassignment to safety-sensitive position;

c. When the Department Head, Elected Official or designate has reason to believe that an employee on County property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of this policy;

d. When an employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said employee or other person;

e. When an employee returns to active employment in a safety sensitive position after a leave of absence of forty-five (45) days or more;

f. Following an on-the-job injury requiring treatment from a physician, or, following a serious or potentially serious accident or incident, including near misses, in which safety precautions were violated, unsafe instructions or orders were given, vehicles/equipment/property was damaged, or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances; or

g. Random (periodic and unannounced). Only County employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position will be subject to random testing. The search, inspection, urine and/or blood drug screening provisions herein will be performed with concern for the personal privacy of each employee or other person, and will also apply to contract labor, when feasible.

All persons shall have the opportunity, prior to testing and at the testing facility, to list all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances surrounding the use of such drugs. All records containing medical information will be maintained in accordance with applicable law.

9.53 This testing policy does not include and specifically excludes those employees covered by the Hidalgo County Sheriff's Department Alcohol and Drug Testing Policy.

9.54 Any employee found in violation of this policy, or who refuses to submit to a search, or urine and/or blood analysis, shall be removed from County property and be subject to disciplinary action, in accordance with all County personnel policies and all applicable state law.

9.55 Any employee who, as a result of drug testing and screening, is found to have detectable levels or identifiable trace quantities of a prohibited drug or substance

in his or her system, regardless of when or where the drug or substance entered that person's system, without an explanation satisfactory to the Department Head or Elected Official will be considered in violation of this policy, will be removed from County property and will be subject to disciplinary action, in accordance with all County personnel policies and all applicable state law. Additionally, if employment is continued, such employees may be required to submit to random drug screens and/or to participate in and successfully complete a substance abuse program.

9.56 Preliminary findings of a policy violation may require that the employee be suspended, without pay, pending the results of an investigation. If said investigation clears the employee of any policy violation, then employee will be fully reinstated, including pay, to his/her job.

9.57 Any employee who is arrested or convicted of a drug-related offense must report the arrest or conviction to their Department Head***,*** Elected Official or Risk Management within five (5) days of the conviction. Any employee who is arrested or convicted of driving while intoxicated must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Failure to report such an offense may result in disciplinary action in accordance with all County personnel policies and applicable state law.

9.58 The County does not offer, nor require, participation in drug and alcohol abuse education and training programs. However, various public and private facilities in the area offer such programs and affected or interested employees are encouraged to seek assistance.

CHAPTER 6

EMPLOYMENT PROCEDURES AND PRACTICES[1]

APPLICATION AND REQUISITION

6.01 Any person desiring to be employed by the County and/or District for a position subject to these rules must complete an application ("Application") through the Human Resources Department. County and/or District employees who apply for another County and/or District position subject to these rules while employed by the County and/or District are also required to complete an Application so that the Elected Official/Department Head filling a Vacancy is provided the latest information.

6.02 Any material misrepresentation of fact or failure to report pertinent data on the Application shall be just cause for dismissal.

6.03 To be eligible for employment with the County and/or District, a person must be able to show proof of citizenship or legal authority to work in the United States. Such proof must be in the form required by the Immigration Reform Act of 1986 (Form I-9), as amended from time to time.

6.04 All persons employed by the County and/or District must have attained the minimum age of sixteen (16) years, and must be able to provide proof of age (e.g. driver's license or birth certificate).

6.05 Persons below the age of eighteen (18) years of age employed by the County and/or District are permitted to work only as provided for under Fair Labor Standards Act Regulations (29 C.F.R., Part 570), as amended from time to time.

6.06 Prospective employees will be required to pass performance tests to qualify for positions which have appropriate tests developed. The Human Resources Department shall be the final judge of the scope and content of such tests.

6.06A Persons selected to fill certain vacancies in the Head Start Program must also undergo and pass a criminal history check during the person's Probationary Period if such investigation is required by the Texas Department of Protective and Regulatory Services and the Department of Health and Human Services as a condition to employment.

6.07 The completed Application must be returned to the Human Resources Director. If a Vacancy exists for which the applicant is qualified under the Internal Announcement Procedure and/or the Open Announcement Procedure, the applicant will be referred to the appropriate Elected Official/Department Head for review and possibly an interview. Otherwise, the completed Application will be maintained in the Human Resources Director's office for future reference. At the discretion of the Elected Official/Department Head filling a Vacancy, if the Vacancy is not filled from the Applications received after utilizing the Notice of Available Positions - Internal Announcement Procedure and/or the Notice of Available Positions - Open Announcement Procedure, other qualified Applications on file in the Human Resources Director's office may be considered for a Vacancy in the manner authorized in these rules.

6.08 A complete, approved Human Resources Department Requisition Form (HCCS-3) must be submitted to the Human Resources Director by the Elected Official/Department Head seeking to fill a Vacancy before the Elected Official/Department Head interviews any potential employee for such Vacancy, and such interviews are limited to the applicants

[1] Entire Chapter Amended March 6, 2008

referred by the Human Resources Director to the Elected Official/Department Head. The Human Resources Director will not refer potential employees to an Elected Official/Department Head until the Human Resources Department Requisition Form (HCCS-3) has been received and processed by the Human Resources Director. At the time the Elected Official/Department Head submits the Human Resources Department Requisition Form (HCCS-3) to the Human Resources Director, the Elected Official/Department Head shall indicate on such form whether the Vacancy is to be processed under the Internal Announcement Procedure or the Open Announcement Procedure. The Elected Official/Department Head can elect to process the vacancy under the Internal Announcement Procedure and the Open Announcement Procedure concurrently. (Amended June 3, 2008)

6.09 The Human Resources Director, upon receipt of a Human Resources Department Requisition Form (HCCS-3), will initially publish the Vacancy utilizing the Internal Announcement Procedure in the following manner:

a. A notice (the "Notice of Available Positions - Internal Announcement Procedure") summarizing all Personnel Requisitions received by the Human Resources Director during each calendar week which are ready for posting utilizing the Internal Announcement Procedure will be posted by the Human Resources Director on the first workday of the following week.

b. The Notice of Available Positions - Internal Announcement Procedure will be posted at the places at the County courthouse designated by the Commissioners' Court as places for posting notices of Commissioners' Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a listing of the Vacancies announced in the Notice of Available Positions - Internal Announcement Procedure, together with a request that the Elected Official/Department Head make such list accessible to all County and/or District Employees.

c. Once posted, the Notice of Available Positions - Internal Announcement Procedure will remain posted for five (5) calendar days, excluding County and/or District holidays (the "Internal Announcement Procedure Posting Period").

6.09A The Human Resources Director, upon receipt of a Human Resources Department Requisition Form (HCCS-3) regarding a Vacancy which was not filled utilizing the Internal Announcement Procedure, will publish such Vacancies following the Open Announcement Procedure in the following manner:

a. A notice (the "Notice of Available Positions - Open Announcement Procedure") summarizing all Personnel Requisitions received by the Human Resources Director during each calendar week which are ready for posting utilizing the Open Announcement Procedure will be posted by the Human Resources Director on the first workday of the following week.

b. The Notice of Available Positions - Open Announcement Procedure will be posted at the places at the County courthouse designated by the Commissioners' Court as places for posting notices of Commissioners' Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a list of the Notice of Available Positions -Open Announcement Procedure together with a request that the Elected Official/Department Head make such list accessible to all County and/or District Employees.

c. Once posted, the Notice of Available Positions - Open Announcement Procedure will remain posted for five (5) calendar days, excluding County and/or District holidays (the "Open Announcement Procedure Posting Period").

Elected Officials/Department Heads who desire to also advertise Vacancies published using the Open Announcement Procedure in additional ways, such as in an area newspaper or magazine of general circulation, must submit all proposed job announcements to the Human Resources Director for prior approval.

6.10 The Human Resources Director shall initially utilize the Internal Announcement Procedure to process any Applications received for a Vacancy. The Human Resources Director will review the Applications and schedule appropriate interviews for Applicants who meet the minimum job qualifications under the Internal Announcement Procedure. The Human Resources Director, however, need not schedule interviews for all qualified Applicants unless requested to do so by the Elected Official/Department Head who submitted the Human Resources Department Requisition Form (HCCS-3).

6.11 In the event that fewer than three (3) qualified applicants are available for any Vacancy announced under the Open Announcement Procedure, the requesting Elected Official/Department Head may elect to interview such number of qualified applicants as are available, or to request that the Human Resources Director take further steps to solicit additional applicants as the Elected Official/Department Head and the Human Resources Director, in their sole discretion, may determine necessary or appropriate.

6.12 Except as provided in Rule 6.50 hereof, no applicant shall be considered for a Vacancy, including a Vacancy proposed to be filled with a Temporary Employee, unless referred to the Elected Official/Department Head by the Human Resources Director in accordance with the procedures set forth in this Chapter 6 of the Rules.

6.13 Any starting salary above the minimum starting salary must be cleared through: (i) the Department of Budget and Management for availability of budgeted funds; and (ii) the Human Resources Director for compliance with Human Resources Department rules concerning compensation; and such increased starting salary must have the prior approval of the Commissioners' Court.

6.14 Following the interviews, the Elected Official/Department Head filling the Vacancy shall notify the Human Resources Director of the applicant selected for the position. Persons selected to fill a Vacancy in the Head Start Program must notify the Human Resources Director of the person selected to fill the Vacancy.

6.15 All employment decisions related to an employee shall be made only by the appropriate Department Head/Elected Official, subject to the employee passing a drug test.

6.16 Each new employee and each employee filling a Vacancy by promotion will be classified as a Probationary Employee unless otherwise specified at the time of the appointment to the position.

6.17 All new employees should report to the Payroll Division of the Treasurer's Office to process all necessary forms as instructed by their hiring Elected Official/Department Head. Safety sensitive position employees must first pass a drug test before commencing any payroll processing procedures. (Amended December 9, 2008)

6.18 Employment of each employee shall be at the will of the appropriate Department Head/Elected Official so that each employee's employment relationship may be terminated at the will of the employee or at the will of the Department Head/Elected Official at any time for any reason or for no reason at all. No person acting or purporting

to act for the appropriate Department Head/Elected Official has authority to vary the employment at will relationship, nor to make an oral or written agreement for permanent employment or employment for any specified period of time, except by written order entered in the minutes of the Commissioners' Court.

6.19 All employees are subject to assignment and reassignment by the appropriate Department Head/Elected Official at any time.

6.20 Each Department Head/Elected Official shall designate an employee who shall be in charge of personnel records for that Department. The designated employee is responsible for recording change of status, salary increases (cost of living), leave of absences, vacation and sick leave, separation forms, as well as maintaining all other information and documentation in the employee's personnel folders for the requisite periods of time required by law.

LATERAL TRANSFERS

6.21 A lateral transfer is defined as an employee's movement within a Department or between Departments, from one position into another position, which new position has the same salary grade as the person's previous position, or until salary grades are established, is not budgeted for a higher salary than the employee's existing position.

6.22 An employee transferring laterally shall not receive a salary increase or decrease.

6.23 Lateral transfers may or may not involve a change in job responsibilities.

6.24 Employees may not transfer between Departments without prior approval from both affected Elected Officials/Department Heads and the Human Resources Director.

6.25 A lateral transfer of an employee within a Department or from one Department to another within the same job classification is generally discouraged unless it is of benefit to both, the County and/or District and the employee in order to improve productivity or morale.

6.26 Requests for lateral transfers must be submitted to the Human Resources Director for a determination that the proposed transfer complies with the provisions of this Chapter. If such a determination is made, a lateral transfer may be made without advertising the Vacancy into which the employee is transferred.

RECLASSIFICATION

6.27 Offices and Departments may submit reclassification request at any time during the year, but they will be considered for approval during the annual budget process. If an immediate business necessity exists, a reclassification request may be considered at a time other that the annual budget process, but a Commissioners' Court waiver is required.

6.28 Position reclassifications may be required when fundamental changes in the position duties have occurred over a period of time and are the result of required business changes, organizational restructuring or changes in a program or department mission. Reclassifications will only occur when a position's job responsibilities have changed significantly in level and/or scope over an extended period of time compared to the duties and responsibilities listed on the position job description. A reclassification request may or may not result in a change in salary grade and until salary grades are established, a change in salary.

6.29 Reclassification request must be submitted on a completed Personnel Adjustment Request Form with a copy of the current job description and a copy of the proposed job description to Department of Budget and Management with a copy to the Human Resources Department.

The Human Resources Department will conduct a job audit (desk audit or on-site audit) of the position to determine is a reclassification is justified, and will make a recommendation on the job title and job description. The Department of Budget and Management will conduct a salary audit of the position to determine the appropriate salary grade and until salary grades are established, the appropriate salary and will make a recommendation on the proposed salary. Both departments will submit their recommendations to the Classification Committee[2] for approval. If approved by the committee, the Elected Official/Department Head will present the requested reclassification to the Commissioners' Court for its approval. All approved adjustments will be effective on the first day of the first full pay period following approval of the Commissioners' Court.

Note: Department Heads/Elected Officials may assign other (additional) duties to an employee in addition to those listed in a job description without requiring a reclassification. The job description is intended to provide a general job description with examples of work and duties to be performed and these may change according to the changing needs of a Department and/or the County. A reclassification may be warranted when fundamental changes in the position duties occur over time as defined above.

6.30 Employees who occupy a job classification at the time of a reclassification will be subject to meeting the minimum qualifications of the new job classification in order to remain incumbent in said job.

6.31 Positions occupied at time of a reclassification need not be advertised, so long as the incumbent meets the minimum qualifications of the new job classification and provided all procedures provided for reclassifications have been met.

6.32 An incumbent in a reclassified position is not subject to a new Probationary Period.

6.33 Positions that are Vacant at the time of a reclassification request must be advertised as provided in this Chapter.

PROMOTIONS

6.34 A promotion is defined as an employee's movement within a Department or between Departments, from one position into another position, which new position results in the employee moving from a lower salary grade to a higher salary grade, or until salary grades are established, results in an increase in salary for such employee, or which new position which is budgeted at a salary higher than the employee's existing position.

6.35 Employee promotions must be based on the County and/or District's compliance with the Human Resources Department's policy on advertising Vacancies set forth in this Chapter.

6.36 An employee who is promoted is placed on a three (3) month Probationary Period from the effective date of the promotion. During the Probationary Period, the promoted employee must satisfactorily demonstrate his or her ability to perform the duties required. Failure of the employee to satisfactorily complete the three (3) month Probationary Period

[2] Classification Committee will consist of a representative from the Human Resources Department, Treasurer's Office, and Department of Budget & Management.

will result in demotion to the employee's old position and salary, with the affected Elected Official's/Department Head's approval, provided such position is available, or transfer to another suitable Vacancy, or termination in the event no suitable positions are open.

DEMOTIONS

6.37 A demotion is defined as an employee's movement within a Department or between Departments, from one position into another position, which new position results in the employee moving from a higher salary grade to a lower salary grade, or until salary grades are established, results in a decrease in salary for such employee, or which moves the employee into a new position which is budgeted at a salary lower than the employee's existing position. Demotions may or may not involve a change in job responsibilities. Acceptable reasons for demotions are:

a. the inability of an employee to fulfill the functions of the job;

b. the employee's request for such change;

c. disciplinary action; or

d. reduction-in-force.

REORGANIZATION AND/OR CONSOLIDATION

6.38 A County and/or District reorganization and/or consolidation ("reorganization") occurs when the structure of a single Department or several Departments is changed in such a way as to significantly alter the number of employees and/or level of job classes within that Department. Such changes may be proposed by an Elected Official/Department Head, or in certain instances, initiated by the Commissioners' Court.

6.39 All reorganization plans must be submitted, in writing, to the Human Resources Department, and must have attached a completed Personnel Adjustment Request Form with specific changes requested for each affected position.

6.40 The Human Resources Director will review and coordinate administrative items such as job descriptions and support documents with requesting Departments, and will forward the completed package to the Human Resources Department for approval.

6.41 If the reorganization is approved by the Human Resources Department, the completed package will be forwarded to the Commissioners' Court for its approval, unless the Commissioners' Court is the entity which requested the reorganization.

6.42 In all cases, the affected employees must be given at least seven (7) days written notice prior to the implementation of the reorganization.

6.43 Promotions resulting from reorganization do not require announcement in accordance with these rules, but the employee so promoted must have completed his or her probationary period.

6.44 Any Vacancy resulting from reorganization, or any Vacancy which occurs during reorganization, must be announced in accordance with the provisions of this Chapter.

REDUCTION-IN-FORCE

6.45 Whenever it becomes necessary to reduce the number of employees of any Department in the County and/or District, such as through reorganization, or termination or reduction

in County and/or District programs based on action of the Commissioners' Court, the Elected Official/Department Head of the affected Department shall communicate, in writing, the following information to the Human Resources Department:

a. the number of positions to be eliminated;

b. the salary grade(s) or, until salary grades are established, the salaries for each position involved;

c. the job title(s) of the affected positions; and

d. the date the layoffs are to be effective.

Upon receipt of such notice, the Human Resources Director will prepare a reduction in force list, by Department, of all employees affected. Whenever possible, the reduction in force list will group like positions. The reduction in force list will assign an order of layoff to each affected employee and the Department must conform to that order. The intent and purpose of this subsection is to insure fairness and equity in the exercise of employee layoffs.

6.46 The order of layoff of employees in the Department in which the reduction in force is to be made shall be:

a. Temporary Employees;

b. Probationary Employees;

c. Regular, Part-time Employees; and

d. Regular, Full-time Employees.

6.47 Regular, Full-time Employees shall also be laid off according to a layoff rating. Seniority shall be the sole layoff rating, unless two or more affected employees have equal seniority, in which event, performance appraisal ratings shall be taken into consideration in determining an employee's layoff rating. Employees with the lowest ratings will be laid off first. Among employees with equal layoff ratings, the order of layoff shall be determined by the Human Resources Department.

6.48 Generally, seniority shall be the sole layoff rating. The seniority rating will be determined simply by such employee's continuous County and/or District service as a Regular, Full-time Employee. Leaves of Absence shall not be included in computing continuous County and/or District service. An employee who resigns from County and/or District service shall lose all seniority credited to him/her prior thereto for purposes of this layoff formula, and subsequent reemployment of that employee shall not restore the seniority so lost. An employee shall receive two (2) points for each year of continuous County and/or District service. Portions of a year shall be prorated.

6.49 The second component of the layoff rating, applicable only to those with equal seniority ratings, will be the performance appraisal rating index derived by averaging the total scores of all "overall ratings" shown on all performance appraisals filed in that individual's official personnel file for the two year period preceding such computation. The value assigned to each "overall rating" shall be: the addition of ten (10) points for the highest possible overall rating (Superior); or five (5) points for the next highest overall rating (Exceeds Requirements); or two (2) points for a rating of "Meets Requirements"; or minus two (-2) points for a "Does Note Meet Requirements" rating.

REINSTATEMENT FOLLOWING REDUCTION-IN-FORCE

6.50 If an employee should be laid off as the result of a reduction-in-force, and if within a period of one (1) year thereafter, a Vacancy should occur in the same Department and in the same or in a lower salary grade, the said employee shall be reinstated in the vacant position, provided that such employee is willing to accept the offered employment, and provided further that such employee meets all qualifications for said position. When more than one person qualifies for reinstatement under this Rule, the preference shall be given to the person laid off last.

NEPOTISM

6.51 The hiring of County and/or District employees shall not violate Hidalgo County's Nepotism Policy or any applicable federal and state laws against nepotism, including laws contained in the Penal Code of the State of Texas.

No Public Official may approve, recommend, or otherwise take action with regard to the appointment, reappointment, promotion, salary or supervision of an employee or prospective employee in which he or she is related to such employee or prospective employee in the First, Second, or Third degree of Consanguinity or the First or Second degree of Affinity.

A supervisor may not oversee the job performance and/or duties of an employee who is related to the Supervisor in the degrees described above, regardless whether the Supervisor has the authority to hire. Fire, promote, or adjust the salary of the employee.

EQUAL EMPLOYMENT OPPORTUNITY

6.52 It is the Human Resources Department's policy to provide equal employment opportunities to all applicants; to that end the Human Resources Department will cause the County and/or District to recruit, hire and promote qualified persons for all job positions without regard to race, color, creed, sex, age, national origin, handicap, or political affiliation. The Human Resources Department, however, may establish "bona-fide occupational qualifications" that relate to physical or mental abilities required to perform a job.

SPECIAL POSTING PROCEDURES FOR ENTRY LEVEL DEPUTY SHERIFF POSITION

6.53 The posting procedures provided in this Rule 6.53 are an exception to the requirement that all Vacancies first be announced utilizing the Internal Announcement Procedure. Posting of Vacancies under this Rule 6.53 shall be announced utilizing the Open Announcement Procedure, as modified by this Rule. The Sheriff's Department may use the Human Resources Department Requisition Form to request that the Human Resources Director advertise for any job openings which may occur in an entry level deputy sheriff position during the six month period immediately following the posting, even if there are no Vacancies at the time of the request. If such a request is received, the Human Resources Director will publish such request for applications in the following manner:

a. A notice soliciting applications for any openings which may occur for the entry level deputy sheriff position during the six month period immediately following the posting is posted at the places at the County courthouse designated by the Commissioners Court as places for posting notices of Commissioners Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a copy of the notice soliciting applications pursuant to this Rule 6.53, together with a request that the Elected

Official/Department Head make such notice accessible to all County and/or District Employees;

If the notice provided in this Rule has been given, the Sheriff's Department may fill Vacancies in entry level deputy sheriff positions during the six month period immediately following the posting of such notices without further advertising such Vacancies. Such Vacancies are filled by the Sheriff's Department otherwise completing the Human Resources Department Requisition Form required by this Chapter for each Vacancy, complying with all other provisions of this Chapter, and requesting that the Human Resources Director send the Sheriff's Department the names and Applications of those applicants meeting minimum qualifications who responded to the general job announcement permitted by this Rule rather than by posting such Vacancy. If the Human Resources Director, at the request of the Sheriff's Department, has conducted testing of the eligible applicants following testing procedures acceptable to the Sheriff's Department, the Human Resources Director may, at the request of the Sheriff's Department, in lieu of sending the Sheriff's Department a list of all applicants who met the minimum qualifications for the Vacancies, send the Sheriff's Department the names and Applications of the applicants with the highest over-all test scores, and absent good cause, following a personal interview with the Sheriff's Department, and such additional testing as the Sheriff's Department shall determine to be reasonable under the circumstances, such applicant shall be selected to fill such Vacancy.

SPECIAL POSTING PROCEDURES FOR DETENTION OFFICER POSITIONS

6.53A The posting procedures provided in this Rule 6.53A are an exception to the requirement that all Vacancies first be announced utilizing the Internal Announcement Procedure. Posting of Vacancies under this Rule 6.53A shall be announced utilizing the Open Announcement Procedure, as modified by this Rule. The Sheriff's Department may use the Human Resources Department Requisition Form to request that the Human Resources Director advertise for any job openings which may occur in the detention officer positions during the six month period immediately following the posting, even if there are no Vacancies at the time of the request. If such a request is received, the Human Resources Director will publish such request for applications in the following manner:

a. A notice soliciting applications for any openings which may occur for the detention officer position during the six month period immediately following the posting is posted at the places at the County courthouse designated by the Commissioners Court as places for posting notices of Commissioners Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a copy of the notice soliciting applications pursuant to this Rule 6.53A, together with a request that the Elected Official/Department Head make such notice accessible to all County and/or District Employees;

If the notice provided in this Rule has been given, the Sheriff's Department may fill Vacancies in any detention officer positions during the six month period immediately following the posting of such notices without further advertising such Vacancies. Such Vacancies are filled by the Sheriff's Department otherwise completing the Human Resources Department Requisition Form required by this Chapter for each Vacancy, complying with all other provisions of this Chapter, and requesting that the Human Resources Director send the Sheriff's Department the names and Applications of those applicants meeting minimum qualifications who responded to the general job announcement permitted by this Rule rather than by posting such Vacancy. If the Human Resources Director, at the request of the Sheriff's Department, has conducted testing of the eligible applicants following testing procedures acceptable to the Sheriff's Department, the Human Resources Director may, at the request of the Sheriff's Department, in lieu of sending the

Sheriff's Department a list of all applicants who met the minimum qualifications for the Vacancies, send the Sheriff's Department the name and Application of the applicant with the highest over-all test score, and absent good cause, following a personal interview with the Sheriff's Department, and such additional testing as the Sheriff's Department shall determine to be reasonable under the circumstances, such applicant shall be selected to fill such Vacancy.

EXCEPTIONS TO EMPLOYMENT PROCEDURES

6.54 The following situations do not require that an Elected Official/Department Head use the employment procedures described in this Chapter 6 to fill a vacancy for:

a. a position used to settle a complaint, grievance or civil rights complaint, provided the Elected Official/Department Head certifies such fact to the Human Resources Director;

b. a position to which an individual charged with a crime under a criminal complaint or indictment is transferred pending final resolution of the criminal complaint or indictment, provided the Elected Official/Department Head certifies such fact to the Human Resources Director;

c. Emergency Appointments;

d. an upgrade or downgrade of an occupied position as the result of a reclassification, so long as the procedures described in Rule 6.27 through 6.33 hereof have been followed:

e. a lateral transfer so long as the procedures described in Rules 6.21 through 6.26 hereof have been followed;

f. a voluntary or involuntary demotion as described in Rule 6.37 hereof;

g. a reorganization and/or consolidation so long as the procedures described in Rules 6.38 through 6.44 hereof have been followed. If the reorganization and/or consolidation also involves a reduction in force, the procedures described in Rules 6.45 through 6.49 hereof must also be followed;

h. an entry level position filled by an individual referred to the Elected Official/Department Head from programs associated with a Workforce Development Board ("WDB Programs"), provided the Elected Official/ Department Head notifies the Human Resources Director, in writing, prior to the selection of such person, that the Elected Official/Department Head has a vacant position, identified by job number, for the WDB Programs participant, and the Elected Official/Department Head represents to the Human Resources Director that such position will remain vacant until the earlier of: (i) the WDB Programs participant is dismissed; or (ii) funding for the WDB Program position expires, at which time the Elected Official/Department Head shall process the paperwork necessary for such WDB Programs participant to be placed in such position on the County payroll. The WDB Programs participant's Probationary Period with the County begins on the day such participant is first assigned to work for the Elected Official/Department Head, NOT the date such participant is placed on the County payroll;

i. a position filled based on a specific, prior, written waiver granted by the Commissioners' Court; or

j. persons employed in the Head Start Program as “substitute teachers” for a period of twelve months or less so long as such employees are not scheduled to work a regular, recurring schedule, but rather are on call to work as substitute teachers for other employees in the Head Start Program who are not available for work on any particular school day

[End of Chapter 6]

Department of Budget & Management
Budget Division

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone (956) 292-7025 • Fax (956) 292-7035 • www.co.hidalgo.tx.us/budget

DRUG TESTING POLICY REVISIONS

ISSUE:

In *Lanier v. City of Woodburn* (2008), the Ninth Circuit Court of Appeals found that a city policy requiring a selected job candidate to pass a pre-employment drug test as a condition of the job offer to be unconstitutional. Currently, Hidalgo County's Substance Abuse Policy states that drug testing may be required for "post-offer, pre-employment screening" for all positions, in conflict with the Court's finding.

RECOMMENDATION:

To comply with the Ninth Circuit Court of Appeals finding, the following policies that guide drug testing procedures should be amended to reflect that pre-employment drug testing will only be required for safety-sensitive positions:

1. **The County of Hidalgo Drug and Alcohol Policy**
   Section 5, Subsections (a) and (e)

   Current - "Tests may be required under the following circumstances, however testing is mandatory for all individuals in sections (a) and (b):

   a) Post-offer, pre-employment screening to all new employees;

   e) When an Employee returns to active employment after a leave of absence of forty-five (45) days or more;"

   Proposed - "Tests may be required under the following circumstances, however testing is mandatory for all individuals in sections (a) and (b):

   a) Post-offer, pre-employment screening to a safety-sensitive position;

   e) When an Employee returns to active employment in a safety-sensitive position after a leave of absence of forty-five (45) days or more;"

2. **Hidalgo County Personnel Manual-Substance Abuse/Drug Policy Section 9.52, Subsection (a) and (d)**

Current - "Tests may be required under the following circumstances:

a) Post-offer, pre-employment screening, or post-employment transfer, promotion and/or reassignment to Safety-sensitive Position;

d) When an employee returns to active employment after a leave of absence of forty-five (45) days or more;"

Proposed - "Tests may be required under the following circumstances, however testing is mandatory for all individuals in sections (a) and (b):

a) Post-offer, pre-employment screening to a safety sensitive position;

b) Post-employment transfer, promotion and/or reassignment to safety-sensitive position;

e) When an Employee returns to active employment in a safety-sensitive position after a leave of absence of forty-five (45) days or more;"

3. **Hidalgo County Personnel Manual-Employment Procedures and Practices Section 6.17**

Current – "All new employees, after passing a drug test, should report to the Payroll Division of the Treasurer's Office to process all necessary forms as instructed by their hiring Elected Official/Department Head."

Proposed – "All new employees should report to the Payroll Division of the Treasurer's Office to process all necessary forms as instructed by their hiring Elected Official/Department Head. Safety sensitive position employees must first pass a drug test before commencing any payroll processing procedures."

We also recommend that similar revisions be made to the applicable **Hidalgo County, Texas Civil Service Commission Rules**, including, but not limited to:

1. Section 3.15

2. Section 5.15 – Amendment No. 1

AI-12644 **5.D.**

457 Plan hardship w/d request

CC REGULAR

Date:	12/09/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Approval of 457 Plan withdrawal requests due to hardship for Employees #028355, #101273, #071188

BACKGROUND

Fiscal Impact

Attachments

Link: request

Link: requests

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 11:05 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/04/2008 02:07 PM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:24 PM	APRV
4	Purchasing Department	Marty Salazar	12/04/2008 10:51 PM	APRV

Form Started By: Monica Badillo — Started On: 12/04/2008 10:18 AM

Final Approval Date: 12/04/2008

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name ~~Renee L. Olivarez~~ - 457

Participant Nam [redacted] livarez -

Address 210 [redacted] **City** M [redacted] 78572

Social Security [redacted] **Daytime Pho** [redacted] 54

SECTION I – Ha

I understand that th[redacted] be due to financia[redacted]e amount of the withdrawal is r[redacted] and heavy financ[redacted] obtained all distributions, other than this withdrawal due to financial hardship, and al[redacted] 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 deducible medical expenses as provided by law.**

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

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

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

Hardship Requested $ All 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 Renee L Q. Date 12/02/08.

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.
- **S&A** will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee #101273

Participant Name [redacted]

Address 3708 W[redacted] **City** Edin[redacted]541

Social Security No. [redacted] **Daytime Phone** [redacted]

SECTION I – Hardsh[redacted]

I understand that this wit[redacted]due to financial har[redacted]mount of the withdrawal is neces[redacted] heavy financial n[redacted]ained 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 deducible medical expenses as provided by law.**

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

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

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

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

Total amount deferred since you initially joined the plan $ _____

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

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

PARTICIPANT SIGNATURE X James Jyra Date 12-3-08

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.
- ***S&A*** will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 PLAN Employee # 071188

Participant Name [redacted]

Address 201 [redacted] E. #19A **City** MCA [redacted]

Social Security No. [redacted] **Daytime Phone No.**

SECTION I – Hardsl

I understand that this w[redacted] due to financial hardship [redacted] of the withdrawal is nece[redacted] heavy financial need. [redacted] 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 deducible medical expenses as provided by law.**

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

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

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

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

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? _____ 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 _____ Date 12-04-18

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.
- ***S&A*** will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

AI-12625 **5.E.**

Order - TRZ

CC REGULAR

Date:	12/09/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Submitted For:	Steve Crain
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Approval of an Order calling for the establishment of Transportation Reinvestment Zone Number One, County of Hidalgo and the Future Abatement of Ad Valorem Taxes on Property located in Transportation Reinvestment Zone Number One, County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

Link: Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/05/2008 02:14 PM	APRV
2	Veronica Lopez	Veronica Lopez	12/05/2008 03:15 PM	APRV
3	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Monica Badillo — Started On: 12/03/2008 04:23 PM

Final Approval Date: 12/05/2008

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ORDER CALLING FOR THE ESTABLISHMENT OF TRANSPORTATION REINVESTMENT ZONE NUMBER ONE, COUNTY OF HIDALGO AND THE FUTURE ABATEMENT OF AD VALOREM TAXES ON PROPERTY LOCATED IN TRANSPORTATION REINVESTMENT ZONE NUMBER ONE, COUNTY OF HIDALGO

WHEREAS, Section 222.107 of the Texas Transportation Code (the "Code") allows for the creation of a county transportation reinvestment zone ("TRZ") for the purpose of promoting a transportation project which will facilitate the movement of traffic, promote public safety, and enhance the ability of a local entity to sponsor a project which will receive pass-through funding under Section 222.104 of the Code; and

WHEREAS, Section 222.107 authorizes the abatement of a portion of the ad valorem taxes imposed by a county on all real property located in a TRZ in an amount not to exceed the tax increment, defined generally as the amount of ad valorem taxes attributable to the excess of the appraised value of property in the TRZ over the appraised value of such property for the year in which the TRZ was established; and

WHEREAS, Hidalgo County, in conjunction with the Hidalgo County Regional Mobility Authority ("HCRMA"), is currently pursuing the development of the Hidalgo Loop Project, a transportation project being developed under Section 222.104 of the Code; and

WHEREAS, the Hidalgo County Commissioners Court finds that the area depicted generally on the map attached hereto as Attachment "A" and described more specifically in the boundary description attached hereto as Attachment "B" is unproductive and underdeveloped; and

WHEREAS, in order to facilitate development of the Hidalgo Loop Project and as permitted by Section 222.107, the Hidalgo County Commissioners Court proposes to establish "Transportation Reinvestment Zone Number One, County of Hidalgo" (the "Zone") in the area depicted generally on the map attached hereto as Attachment "A" and described more specifically in the boundary description attached hereto as Attachment "B"; and

WHEREAS, the Hidalgo County Commissioners Court finds that the designation of the Zone will promote public safety, facilitate the development or redevelopment of property, facilitate the movement of traffic, and promote the development of the Hidalgo Loop Project pursuant to Section 222.104 of the Act; and

WHEREAS, the Hidalgo County Commissioners Court finds that the promotion of the Hidalgo Loop Project will cultivate development or redevelopment of the Zone; and

WHEREAS, the Hidalgo County Commissioners Court will take action in the future to establish an economic development fund and facilitate the collection and use of a designated portion of the abated taxes for the benefit of the Hidalgo Loop Project; and

WHEREAS, after providing the notice required by Subsection 222.107(e) of the Act, the Hidalgo County Commissioner Court held a public hearing on November 4, 2008 on the creation of the Zone, its benefits to Hidalgo County and to the property in the Zone, and the eventual abatement of ad valorem taxes imposed by the County on real property located in the Zone; and

WHEREAS, the Commissioners Court heard interested persons speak for and against the designation of the Zone, its boundaries, and the abatement of County taxes on real property in the Zone.

THEREFORE, BE IT NOW ORDERED BY THE HIDALGO COUNTY COMMISSIONERS COURT, that:

1. The area described in the boundary description attached hereto as Attachment "A" and described more specifically in the boundary description attached hereto as Attachment "B" shall be and is hereby designated as "Transportation Reinvestment Zone Number One, County of Hidalgo"; and

2. The designation of the Zone takes effect immediately upon passage of this Order; and

3. The portion of the tax increment on property within the Zone that will be abated and dedicated for use directly for the Hidalgo Loop Project, and the means to collect those amounts for such use, will be established through action by the Commissioners Court and an interlocal agreement with HCRMA; and

4. The portion of the tax increment to be collected and dedicated to a fund, administered by or through the County for the purpose of promoting economic development through financial assistance for road infrastructure which complements or supports the Hidalgo Loop Project, will be established through action by the Commissioners Court and an interlocal agreement with HCRMA, including the identification of criteria to permit access to such fund; and

5. To the extent that real property located in the Zone is also located in an existing tax increment reinvestment zone ("TIRZ") created pursuant to Chapter 311 of the Texas Tax Code, the County shall continue to levy taxes on such real property in an amount sufficient to allow the County to fulfill its obligations to the TIRZ regardless of the abatement of taxes on property in the Zone until such time that the TIRZ is terminated. Following termination of the TIRZ, the abatement of taxes on real property previously located in the TIRZ shall take full effect.

WHEREUPON MOTION MADE BY COMMISSIONER _____ AND SECONDED BY COMMISSIONER _____, THE ORDER AUTHORIZING THE ESTABLISHMENT OF TRANSPORTATION REINVESTMENT ZONE NUMBER ONE, COUNTY OF HIDALGO, was passed on a vote of _____ for and ___ against. This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER in the official minutes of the Commissioners Court.

Approved and signed this _____ day of December, 2008.

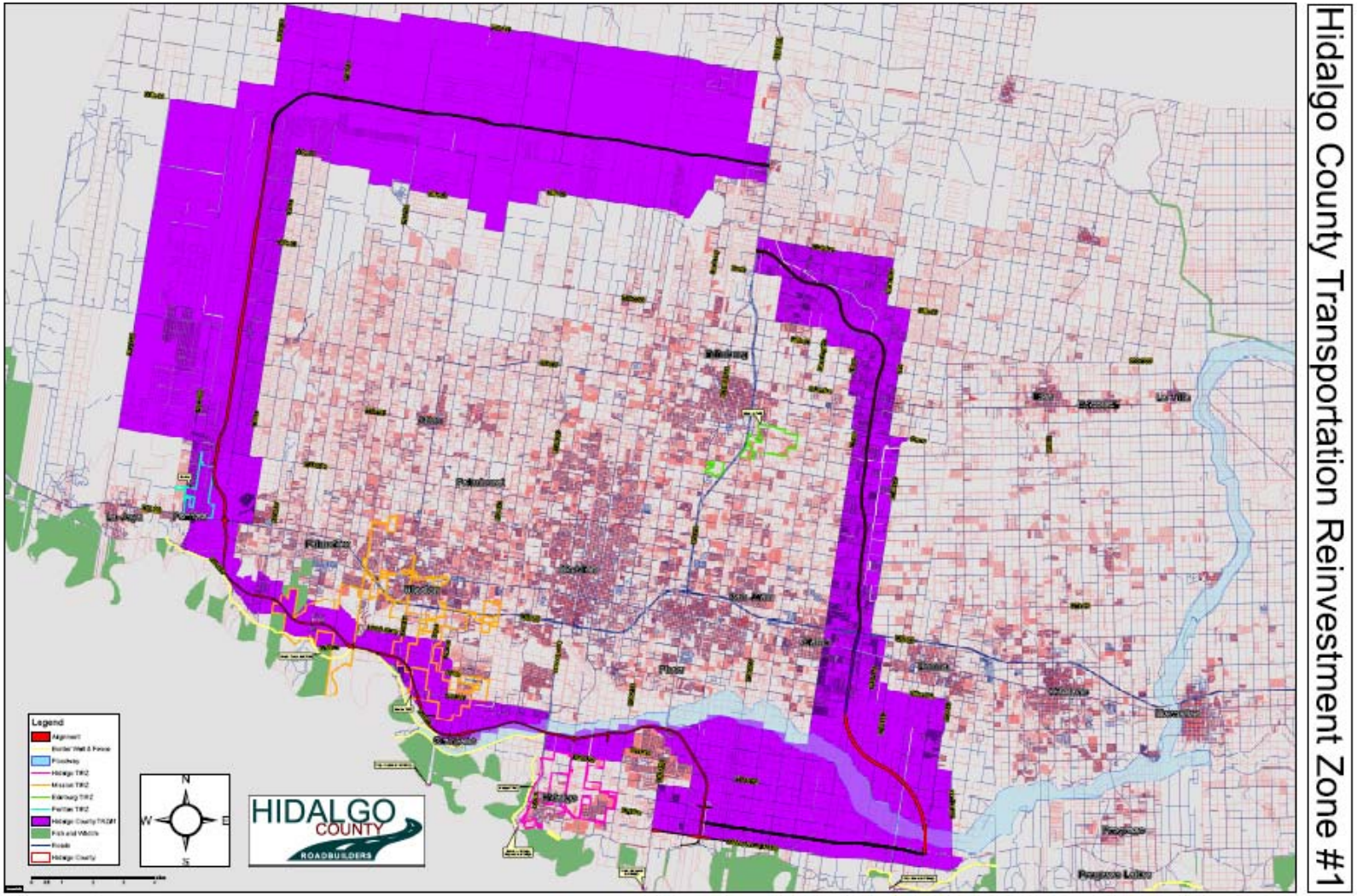
_____
J. D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

ATTACHMENT "A"

Map Depicting Transportation Reinvestment Zone Number One, County of Hidalgo



ATTACHMENT "B"

TRANSPORTATION REINVESTMENT ZONE NUMBER ONE, COUNTY OF HIDALGO

BOUNDARY DESCRIPTION

BEGINNING at the intersection of the centerline of Davis Street and the centerline of Expressway 281, within the city limits of City of Edinburg;

THENCE Northerly, along the centerline of Expressway 281, to the intersection of the said centerline and the extension of the north line of the 10.57 acre tract described in the deed to J & D Produce, Inc., recorded under Document Number 1025253, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north line of said 10.57 acre J & D Produce, Inc. tract, to the northeast corner of said 10.57 acre J & D Produce, Inc. tract, in the east City Limit line of City of Edinburg;

THENCE Southerly, along the east line of said 10.57 acre J & D Produce, Inc. tract, and the east City Limit line of Edinburg, to the intersection of the east line of said 10.57 acre J & D Produce, Inc. tract and the extension of the centerline of Benito A Ramirez Road (Pinkston);

THENCE Easterly, exiting the city limits of City of Edinburg, along said extension and continuing along the centerline of Benito A Ramirez Road (Pinkston), to the intersection of said centerline and the centerline of Brushline Road East;

THENCE Southerly, along the centerline of Brushline Road East, to the intersection of said centerline and the centerline of Mile 19 North Road;

THENCE Easterly, along the centerline of Mile 19 North Road, to the intersection of said centerline and the centerline of Uresti Street;

THENCE Southerly, along the centerline of Uresti Street, to the intersection of said centerline and the centerline of FM 1925 (East Monte Cristo Road);

THENCE Westerly, along the centerline of FM 1925 (East Monte Cristo Road), to the intersection of said centerline and the centerline of 83rd Street (3rd Street);

THENCE Southerly, along the centerline of 83rd Street (3rd Street), to the intersection of said centerline and the centerline of Highway 107;

THENCE Westerly, along the centerline of Highway 107, to the intersection of said centerline and the centerline of South 83rd Street (3rd Street);

THENCE Southerly, along the centerline of South 83rd Street, to the intersection of said centerline and the centerline of Tex Mex Road;

THENCE Easterly, along the centerline of Tex Mex Road, to the intersection of said centerline and the centerline of South 83rd Street;

THENCE Southerly, along the centerline of South 83rd Street, to the intersection of said centerline and the centerline of Curve Road;

THENCE Easterly, along the centerline of Curve Road, to the intersection of said centerline and the centerline of FM 1423 (South Val Verde Road);

THENCE Southerly, along the centerline of FM 1423 (South Val Verde Road) and continuing along the centerline of FM 1423 (North Val Verde Road), entering the city limits of City of Donna, to the intersection of said FM 1423 (North Val Verde Road) and the centerline of West Expressway 83;

THENCE Easterly, along the centerline of West Expressway 83, to the intersection of said centerline and the centerline of Donna Main Canal;

THENCE Southerly, along the centerline of Donna Main Canal, exiting, entering, and exiting the city limits of City of Donna, to the intersection of said centerline and the extension of the north line of the north 5 acres of Lot 11, described in the deed to Richard N. Cohrs, et al., recorded under Document Number 920040, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north line of said 5 acre Richard N. Cohrs, et al. tract, to the intersection of the extension of the north line of said Richard N. Cohrs, et al. tract, and the centerline of FM 1423 (Valley View Road);

THENCE Southerly, along the centerline of FM 1423 (Valley View Road), to the intersection of said centerline and the extension of the north line of 9.93 acre tract described in the deed to Daryle R. Cohrs, et al., recorded under Document Number 1088339, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north line of said 9.93 acre Daryle R. Cohrs, et al. tract, to the northeast corner of said 9.93 acre Daryle R. Cohrs, et al. tract;

THENCE Southerly, along the east line of said 9.93 acre Daryle R. Cohrs, et al. tract, to the northwest corner of the 102.77 acre tract described as Tract VIII, in the deed to Hidalgo South Alliance Corporation, recorded under Instrument Number 2006-1621337, in the Official Records of Hidalgo County, Texas;

THENCE Easterly, along the north line of said 102.77 acre Hidalgo South Alliance Corporation tract, and continuing along the centerline of Stites Road, partially along the

City Limit line of City of Donna, and entering the city limits of City of Donna, to the intersection of said centerline and the centerline of South FM 493;

THENCE Southerly, along the centerline of South FM 493, partially along the City Limit line of City of Donna, and exiting the city limits of City of Donna, to the intersection of said centerline and the extension of the north line of Lot 3, Block 31, of La Donna Plat Subdivision (Volume 1, Page 51, in the Map Records of Hidalgo County, Texas) included in the deed to Richard N. Cohrs, et ux., recorded under Document Number 497247, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north lines of Lot 3, Block 31, Richard N. Cohrs, et ux. tract, and a south line of the 238.22 acre tract described in the deed to Richard N. Cohrs, et ux., recorded under Document Number 497247, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of said south line of said 238.22 acre Richard N. Cohrs, et ux. tract and the centerline of Soderquist Road;

THENCE Southerly, along the centerline of Soderquist Road, continuing along the west lines of Lots 1 and 3, Block 56, La Donna Subdivision (Volume 1, Page 51, in the Map Records of Hidalgo County, Texas) included in the deed to Hardwicke, Hardwicke & Hardwicke, Ltd., recorded under Instrument Number 2007-1840311, in the Official Records of Hidalgo County, Texas, continuing along the east line of the tract described in the deed to Hardwicke, Hardwicke & Hardwicke, recorded under Instrument Number 2007-1840311, in the Official Records of Hidalgo County, Texas, and the east line of the 773.53 acre tract described in the deed to A. C. Fuller, et al., recorded under Document Number 374315, in the Official Records of Hidalgo County, Texas, to an angle corner of said 773.53 acre A. C. Fuller, et al. tract;

THENCE Easterly, along a north line of said A. C. Fuller, et al. tract, to the most easterly northeast corner of said 773.53 acre A. C. Fuller, et al. tract;

THENCE Southerly, along an east line of said 773.53 acre A. C. Fuller, et al. tract, to an angle corner of said 773.53 acre A. C. Fuller, et al. tract;

THENCE Westerly, along a south line of said 773.53 acre A. C. Fuller, et al. tract, to an angle corner of said 773.53 acre A. C. Fuller, et al. tract;

THENCE Southerly, along an east line of said 773.53 acre A. C. Fuller, et al. tract, to the intersection of said east line of said 773.53 acre A. C. Fuller, et al. tract, and the centerline of Military Highway;

THENCE Westerly, along the centerline of Military Highway, partially along the City Limit line of City of San Juan, and entering the city limits of City of Pharr, to the intersection of said centerline and the centerline of US 281 (South Cage Boulevard);

THENCE Northerly, along the centerline of US 281 (South Cage Boulevard), to the intersection of said centerline and the centerline of Las Milpas Road;

THENCE Easterly, along the centerline of Las Milpas Road, to the intersection of said centerline and the centerline of "I" Road, in the City Limit line of City of Pharr;

THENCE Northerly, along the centerline of "I" Road, along the City Limit line of City of Pharr, and partially along the City Limit line of City of San Juan, to the intersection of said centerline and the extension of the south line of the West ½ of Lot 319 and the East ½ of Lot 320, of Kelly-Pharr Subdivision described in the deed to Carkenord and Sons Contactors, Inc., recorded under Volume 2335, Page 648, in the County Clerks Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south line of said Carkenord and Sons Contractors, Inc. tract, to the southwest corner of said Carkenord and Sons Contractors, Inc. tract;

THENCE Northerly, along the west line of said Carkenord and Sons Contractors, Inc. tract, to the intersection of the extension of the west line of said Carkenord and Sons Contractors, Inc. tract, and the centerline of Thomas Drive;

THENCE Westerly, along the centerline of Thomas Drive, to the intersection of said centerline and the extension of the west line of the 25.00 acre tract described in the deed to Pharr-San Juan-Alamo Independent School District, recorded under Document Number 743623, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along said extension and continuing along the west line of said 25.00 acre Pharr-San Juan-Alamo Independent School District tract, to the northwest corner of said 25.00 acre Pharr-San Juan-Alamo Independent School District tract, common to the southeast corner of the 26.37 acre tract described in the deed to Bobby Evans, et al., recorded under Instrument Number 2007-1709229, in the Official Records of Hidalgo County, Texas;

THENCE Westerly, along the south line of said 26.37 acre Bobby Evans, et al. tract, to the intersection of the extension of the south line of said 26.37 acre Bobby Evans, et al. tract and the centerline of US 281 (South Cage Boulevard);

THENCE Northerly, along the centerline of US 281 (South Cage Boulevard), to the intersection of said centerline and the extension of the southwest line of the 11.40 acre tract described in the deed to Gilberto Elissetche, recorded under Document Number 1110698, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northwesterly, along said extension and continuing along the southwest lines of said 11.40 acre Gilberto Elissetche tract, and the 8.20 acre tract described in the deed to Andy Garza, recorded under Document Number 2007-1727373, in the Official Records of Hidalgo County, Texas, partially along the City Limit line of City of Pharr, to

the west corner of said 8.20 acre Andy Garza tract, in the south line of Lot 282, of Kelley-Pharr Subdivision described in the deed to Sam Jones, et al., recorded under Volume 1742, Pg. 484, in the County Clerks Records of Hidalgo County, Texas;

THENCE Westerly, along the south lines of said Lot 282, Sam Jones, et al. tract, and the 11.809 acre tract described in the deed to Braden & Treyton Holdings, Ltd, recorded under Document Number 2005-1547809, in the County Clerks Records of Hidalgo County, Texas, along the City Limit line of City of Pharr, to the west corner of said 11.809 acre Braden & Treyton Holdings, Ltd. tract, common to the northeast corner of the portion of Lot 296, Kelly-Pharr Subdivision described in the deed to G.E. Roney, recorded under Volume 1245, Page 201, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along the east line of said G.E. Roney tract, along the City Limit line of City of Pharr, to the southeast corner of said G.E. Roney tract;

THENCE Southwesterly, along the south line of said G.E. Roney tract, along the City Limit line of City of Pharr, to the southwest corner of said G.E. Roney tract, in the east line of the 27.79 acre tract described in the deed to Juan M. Pena, recorded under Document Number 797076, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along the east lines of said 27.79 acre Juan M. Pena tract, the tract described in the deed to Noe Izaguirre, recorded under Document Number 788306, in the County Clerk Records of Hidalgo County, Texas, the tract described in the deed to Francisco Velazquez, et ux., recorded under Document Number 2007-1760981, in the Official Records of Hidalgo County, Texas, the tract described in the deed to Guillermo Eloy Silva Orozco, recorded under Document Number 766858, in the County Clerk Records of Hidalgo County, Texas, the tract described in the deed to Alejandro Cepeda, et al., recorded under Document Number 384631, in the County Clerk Records of Hidalgo County, Texas, the tract described in the deed to Jose Santos Ruiz, recorded under Document Number 1032909, in the County Clerk Records of Hidalgo County, Texas, the tract described in the deed to Belinda Garza, recorded under Document Number 1119758, in the County Clerk Records of Hidalgo County, Texas, the tract described in the deed to Tamara Rodriguez, recorded under Document Number 2007-1737919, in the Official Records of Hidalgo County, Texas, the 5.0 acre tract described in the deed to Ricardo Bravo, et ux., recorded under Document Number 396765, in the County Clerk Records of Hidalgo County, Texas, and the tract described as Lot 7 and the South 35 acres of Lot 8, Block 11, A.J. McColl Subdivision, as described in the deed to Paul D. Moore, Sr., recorded under Deed Number 1873, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the east line of said Paul D. Moore tract and the centerline of Thomas Road;

THENCE Westerly, along the centerline of Thomas Road, to the intersection of said centerline and the centerline of FM 2061 (Jackson Road), in the City Limit line of City of Pharr;

THENCE Southerly, along the centerline of FM 2061 (Jackson Road), along the City Limit line of City of Pharr, to the intersection of said centerline and the centerline of FM 3072 (Dicker Drive), in the City Limit line of City of Pharr and the City Limit line of City of Hidalgo;

THENCE Westerly, along the centerline of FM 3072 (Dicker Drive), partially along the City Limit line of City of Hidalgo, exiting the City Limits of City of Hidalgo, entering the City Limits of City of McAllen, to the intersection of said centerline and the centerline of Spur 115 (South 23rd);

THENCE Northerly, along the centerline of Spur 115 (South 23rd), to the intersection of said centerline and the extension of the south line of Lot 1, Block 6, Rio Bravo Subdivision (Volume W, Page 197, in the Map Records of Hidalgo County, Texas) included in the deed to Edna Salinas, recorded under Instrument Number 2007-1816233, in the Official Records of Hidalgo County, Texas;

THENCE Westerly, exiting the City Limits of City of McAllen, along said extension and continuing along the south lines of the following: said Lot 1, Edna Salinas tract, Lot 2, Block 6, Rio Bravo Subdivision (Volume W, Page 197, in the Map Records of Hidalgo County, Texas) included in the deed to Southmost Farm L.P., recorded under Document Number 1092711, in the County Clerk Records of Hidalgo County, Texas, Lot 3, Block 5, of Rio Bravo Irrigation Company's Subdivision described in the deed to John E. Pawlik, et al., recorded under Instrument Number 17793, in the County Clerks Records of Hidalgo County, Texas, Lot 4, Block 5, Rio Bravo Plantation Company's Subdivision, described in the deed to McAllen Trade Zone, Inc., recorded under Volume 1176, Page 1004, in the County Clerk Records of Hidalgo County, Texas, the east ½ of Lot 5, Block 5, of Rio Bravo Plantation Company Subdivision described in the deed to Republic Land Technology, L.L.C., recorded under Document Number 693496, in the County Clerk Records of Hidalgo County, Texas, and Lot 6, Block 6, Rio Bravo Subdivision (Volume W, Page 197, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the south line of said Lot 6 Hunt Valley Industrial I, L.P. tract and the centerline of South Bentsen Road, in the City Limit line of City of McAllen;

THENCE Southerly, along the centerline of South Bentsen Road, along the City Limit line of City of McAllen, to the intersection of said centerline and the extension of the south line of Lot 28, John H. Shary Subdivision (Volume 0, Page 18, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, entering the City Limits of City of McAllen, along said extension and continuing along the south lines of said Lot 28, Hunt Valley Industrial I, L.P. tract and Lot 27 John H. Shary Subdivision (Volume 0, Page 18, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under

Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, to the southwest corner of said Lot 27, Hunt Valley Industrial I, L.P. tract, common to the northeast corner of Lot 16, John H. Shary Subdivision (Volume 0, Page 18, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along the east line of said Lot 16 Hunt Valley Industrial I, L.P. tract, to the southeast corner of said Lot 16 Hunt Valley Industrial I, L.P. tract;

THENCE Westerly, along the south lines of said Lot 16 Hunt Valley Industrial I, L.P. tract, and Lot 15 John H. Shary Subdivision (Volume 0, Page 18, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, exiting the City Limits of City of McAllen, and entering the City Limits of City of Granjeno, to the intersection of the extension of the south line of said Lot 15 Hunt Valley Industrial I, L.P. tract and the centerline of FM 494 (South Shary Road);

THENCE Southerly, along the centerline of FM 494 (South Shary Road), continuing Westerly and Northwesterly, along the centerline of FM 494, exiting the City Limits of City of Granjeno, partially along the City Limit line of City of Mission, entering the City Limits of City of Mission, to the intersection of said centerline and the centerline of FM 1016 (West Military Road);

THENCE Northwesterly, and Westerly, along the centerline of FM 1016 (West Military Road), partially along the City Limit line of City of Mission, to the intersection of said centerline and the centerline of County Road 2791 (Military Road);

THENCE Westerly and Northwesterly, along the centerline of said County Road 2791 (Military Road), exiting the City Limits of City of Mission, entering and exiting the City Limits of City of Mission, partially along the City Limit line of City of Mission, to the intersection of said centerline and the centerline of FM 2062 (South Bentsen Palm Drive);

THENCE Southerly, along the centerline of FM 2062 (South Bentsen Palm Drive), along the City Limit line of City of Mission, to the intersection of said centerline and the extension of the south line of the 61.35 acre tract described as Tract 1 in the deed to Texas Parks & Wildlife Department, recorded under Document Number 1110947, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south lines of said 61.35 acre Texas Parks & Wildlife Department tract, and the 563.16 acre tract described as Shiba Farms in the deed to ML Rhodes, Ltd., recorded under Document Number 1071241, in the County Clerk Records of Hidalgo County, Texas, to the most southerly southwest corner of said 563.16 acre ML Rhodes, Ltd. tract;

THENCE Northerly, along a west line of said 563.16 acre ML Rhodes, Ltd. tract, along the City Limit line of City of Mission, to the intersection of the extension of the west line of said 563.16 acre ML Rhodes, Ltd. tract and the centerline of West Military Road (Military Parkway)(Old Military Road);

THENCE Westerly and Northwesterly, along the centerline of West Military Road (Military Parkway)(Old Military Road), partially along the City Limit line of City of Mission, partially along the City Limit line of City of Abram, exiting the City Limits of City of Mission, entering and exiting the City Limits of City of Abram, partially along the City Limit line of City of Penitas, entering the City Limits of City of Penitas, to the intersection of said centerline and the centerline of FM 1427 (South Main Street);

THENCE Northeasterly and Northerly, along the centerline of FM 1427 (South Main Street), to the intersection of said centerline and the centerline of Expressway 83;

THENCE Westerly, along the centerline of Expressway 83, to the intersection of said centerline and the centerline of Tom Gill Road;

THENCE Northerly, along the centerline of Tom Gill Road, exiting the City Limit line of City of Penitas, to the intersection of said centerline and extension of the south line of the 0.66 acre tract described in the deed to Hector Ramirez, et ux., recorded under Document Number 800546, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south lines of said 0.66 ace Hector Ramirez, et ux. tract, Lot 5, Block 36, Homeville D subdivision described in the deed to Manuel H. Garcia, recorded under Document Number 1428022, in the County Clerk Records of Hidalgo County, Texas, and the 4.83 acre tract described in the deed to Jose Armando Garcia, Jr., et al., recorded under Document Number 1450490, in the County Clerk Records of Hidalgo County, Texas, to the southwest corner of said 4.83 acre Jose Armando Garcia, Jr., et al. tract;

THENCE Northerly, along the west line of said 4.83 acre Jose Armando Garcia, et al. tract, to the southeast corner of the 102 acre tract described in the deed to Dario Garcia, Jr., et al., recorded under Document Number 1417761, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along the south lines of said 102 acre Dario Garcia, Jr. tract, the 28.90 acre Dario Garcia Jr., et al. tract, recorded under Document Number 2005-148327, in the County Clerk Records of Hidalgo County, Texas, the 29.5 acre tract described in the deed to The Kenneth E. White and Helen B. White Revocable Living Trust, recorded under Document Number 372370, in the County Clerk Records of Hidalgo County, Texas, Lot 2, Marcela V. De Chapa Subdivision (Volume 7, Page 15, in the Map Records of Hidalgo County, Texas), and Lot 1, Marcela V. De Chapa Subdivision (Volume 7, Page 15, in the Map Records of Hidalgo County, Texas) to the intersection of the extension of the south line of said Lot 1, and the centerline of FM 2221 (Jara Chinas Road);

THENCE Northerly, along the centerline of FM 2221 (Jara Chinas Road), to the intersection of said centerline and the centerline of Mile 14 Road;

THENCE Easterly, along the centerline of Mile 14 Road, to the intersection of said centerline and the extension of the west line of the 30 acre tract described in the deed to Angela Keller Machac, recorded under Document Number 2005-1482156, in the County Clerks Records of Hidalgo County, Texas;

THENCE Northerly, along said extension and continuing along the west lines of said 30 acre Angela Keller Machac tract, the 289 acre tract described in the deed to the Frank David Machac Family Trust, et al., recorded under Document Number 2007-1755609, in the Official Records of Hidalgo County, Texas, and the 320 acre tract described under Tract No. Two to Eugene C. Aldridge II, et al., recorded under Volume 2157, Page 739, in the County Clerk Records of Hidalgo County, Texas, to the northwest corner of said 320 acre Eugene C. Aldridge II, et al. tract;

THENCE Easterly, along the north line of said 320 acre Eugene C. Aldridge II, et al. tract, to the intersection of the extension of the north line of said 320 acre Eugene C. Aldridge II, et al. tract and the centerline of FM 2058;

THENCE Northerly, along the centerline of FM 2058, to the intersection of said centerline and the centerline of FM 490;

THENCE Easterly, along the centerline of FM 490, to the intersection of the west line of the 27.96 acre tract described in the deed to V. F. Neuhaus, recorded under Volume 1806, Page 355, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along the west line of said 27.96 acre tract, to the northwest corner of the 379.56 acre tract described in the deed to Lamar Burns Family Limited Partnership, recorded under Document Number 548209, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along the north line of said 379.56 acre Lamar Burns Family Limited Partnership tract, to the intersection of the north line of said 379.56 acre Lamar Burns Family Limited Partnership tract and the centerline of El Cibolo Road;

THENCE Easterly, along the centerline of El Cibolo Road, entering the City Limits of City of Edinburg, to the intersection of said centerline and the centerline of Highway 281;

THENCE Southerly, along the centerline of Highway 281, to the intersection of said centerline and the extension of the south line of the 15 acre tract described in the deed to William Eugene Drewry, recorded under Document Number 481833, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south lines of the following tracts: said 15 acre William Eugene Drewry tract, the 2.83 acre tract described in the deed to Roberto Salinas, et ux., recorded under Instrument Number 2008-1929531, in the Official Records of Hidalgo County, Texas, the 2.83 acre tract described in the deed to Santos Salinas, recorded under Volume 1436, Page 916, in the County Clerk Records of Hidalgo County, Texas, the 2.83 acre tract described in the deed to Edna R. Salinas, recorded under Volume 2768, Page 266, in the County Clerk Records of Hidalgo County, Texas, and the 65.50 acre tract described in the deed to Richard W. Ruppert, recorded under Document Number 497649, in the County Clerk Records of Hidalgo County, Texas, along the City Limit line of City of Edinburg, to the intersection of the extension of the south line of said 65.50 acre tract and the centerline of County Road 4005;

THENCE Southerly, along the centerline of County Road 4005, along the City Limit line of City of Edinburg, to the intersection of said centerline and the extension of the south line of the 10 acre tract, described in the deed to B.W. Kidd, et ux., recorded under Instrument Number 10519, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, exiting the City Limits of City of Edinburg, along said extension and continuing along the south lines of the following: said 10 acre B.W. Kidd, ex ux. tract, the 6.28 acre tract described in the deed to Francisco D. Lopez, recorded under Instrument Number 2006-1609416, in the Official Records of Hidalgo County, Texas, the 21.011 acre tract described in the deed to Marguerite Management, Inc., recorded under Instrument Number 2006-1678783, in the Official Records of Hidalgo County, Texas, the 15.07 acre tract described in the deed to Donald L. May, recorded under Volume 1660, Page 614, in the County Clerk Records of Hidalgo County, Texas, the 75.33 acre tract described in the deed to Pummill Development Company, recorded under Volume 646, Page 447, in the County Clerk Records of Hidalgo County, Texas, the 5 acre tract described in the deed to Epifanio Ulloa, recorded under Instrument Number 2007-1721208, in the Official Records of Hidalgo County, Texas, and the 2 ½ acre tract described in the deed to Abram Garcia, et ux., recorded under Document Number 752747, in the County Clerk Records of Hidalgo County, Texas, to the southwest corner of said 2 ½ acre Abram Garcia, et ux. tract, in the east line of the 191.37 acre tract described in the deed to Pummill Development Company, recorded under Volume 650, Page 601, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along the east line of said 191.37 acre Pummill Development Company tract, to the southeast corner of said 191.37 acre Pummill Development Company tract;

THENCE Westerly and Southwesterly, along the south line of said 191.37 acre Pummill Development Company tract, the southeast line of the 346.36 acre tract described as Tract VII in the deed to Bill Burns, recorded under Volume 2205, Page 670, in the County Clerk Records of Hidalgo County, Texas, to the southwest corner of said 346.36 acre Bill Burns tract;

THENCE Northerly, along the west line of said 346.36 acre Bill Burns tract, to the southeast corner of the tract described as the South 162.74 feet of the North 248.02 feet of the East 1338.33 feet of Lot 187, Ramseyer Gardens No. 2 in the deed to Griselda Mendoza, recorded under Document Number 493384, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along the south line of said Griselda Mendoza tract, to the southwest corner of said Griselda Mendoza tract;

THENCE Northerly, along the west lines of said Griselda Mendoza tract and the tract described as the South 2.38 acres of Lot 186 and the North 85.28 feet of the East 1338.33 feet of Lot 187, Ramseyer Gardens No. 2 in the deed to Michael Cantu, recorded under Document Number 1118979, in the County Clerk Records of Hidalgo County, Texas, to the southeast corner of the tract described as Lot 126, 127, and the South 2.66 acres of Lot 128, Ramseyer Gardens Subdivision Unit No. 2, described in the deed to Santiago S. Munoz, Jr., et al., recorded under Volume 2714, Page 714, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along the south lines of said Santiago S. Munoz, Jr. tract, and the 198.68 acre tract described as Tract VIII in the deed to Bill Burns, recorded under Volume 2205, Page 670, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the west line of said 198.68 acre tract and the centerline of Mile 13 Road;

THENCE Westerly, along the centerline of Mile 13 Road, to the intersection of said centerline and the extension of an east line of the 2701.620 acre tract described in the deed to United States of America, recorded under Volume 2789, Page 162, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along said extension and continuing along an east line of said 2701.620 acre United States of America tract, to an angle corner of said 2701.620 acre United States of America tract;

THENCE Westerly, along a south line of said 2701.620 acre United States of America tract, to an angle corner of said 2701.620 acre United States of America tract;

THENCE Southerly, along an east line of said 2701.620 acre United States of America tract, to the most southerly southeast corner of said 2701.620 acre United States of America tract;

THENCE Westerly, along a south line of said 2701.620 acre United States of America tract, to the most southerly southwest corner of said 2701.620 acre United States of America tract;

THENCE Northerly, along a west line of said 2701.620 acre United States of America tract, to an angle corner of said 2701.620 acre United States of America tract;

THENCE Westerly, along a south line of said 2701.620 acre United States of America tract, to the intersection of said south line of said 2701.620 acre United States of America tract and the centerline of Cantu Road;

THENCE Northerly, along the centerline of Cantu Road, to the intersection of said centerline and the extension of the south line of the tract described in the deed to Carlos G. Leal, Jr., recorded under Document Number 1203846, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south line of said Carlos G. Leal, Jr. tract, to the intersection of the extension of the south line of said Carlos G. Leal, Jr. tract, and the centerline of FM 681 (North Moorefield Road);

THENCE Northerly, along the centerline of FM 681 (North Moorefield Road), to the intersection of said centerline and the extension of a south line of the 2071.55 acre tract, described in the deed to Desarrollo del Rancho la Gloria TX, LP, recorded under Instrument Number 2008-1843652, in the Official records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along a south line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, to an angle corner of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract;

THENCE Southerly, along an east line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, to the most southerly southeast corner of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract;

THENCE Westerly, along a south line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, to the most southerly southwest corner of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract;

THENCE Northerly, along a west line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, to an angle corner of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract;

THENCE Westerly, along a south line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, and the south line of the 3.422 acre tract described in the deed to James Laurence Sheerin, et al., recorded under Volume 1609, Page 829, in the County Clerk Records of Hidalgo County, Texas, continuing along a south line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, to the intersection of the extension of said south line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract and the centerline of North Abram Road;

THENCE Northerly, along the centerline of North Abram Road, to the intersection of said centerline and the extension of the south line of Lot 20, Block 40, Texan Gardens

subdivision, described in the deed to Texcitrus Land Company, recorded under Instrument Number 19775, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south line of said Lot 20, Texcitrus Land Company tract, to the southwest corner of said Lot 20, Texcitrus Land Company tract;

THENCE Northerly, along the west lines of said Lot 20, Texcitrus Land Company tract and Lot 19, Block 40, Texan Gardens subdivision, described in the deed to Texcitrus Land Company, recorded under Instrument Number 19775, in the County Clerk Records of Hidalgo County, Texas, to the northwest corner of said Lot 19, Texcitrus Land Company tract, common to the southeast corner of Lot Seventeen (17), Block Forty (40), Texan Gardens Subdivision described in the deed to Salvador Salinas, recorded under Volume 2930, Page 375, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along the south lines of said Lot Seventeen Salvador Salinas tract, Lot 18, Block 39, Texan Garden Subdivision, as described in the deed to Ricardo Garcia, et al., recorded under Document Number 1347381, in the County Clerk Records of Hidalgo County, Texas, and Lot Seventeen (17), Block Thirty-nine (39), Texan Gardens Subdivision described in the deed to Eduardo Sanchez, et ux., recorded under Document Number 516029, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the south line of said Lot 17, Block 39 Eduardo Sanchez, et ux. tract and the centerline of FM 2516 (Texan Road);

THENCE Southerly, along the centerline of FM 2516 (Texan Road), to the intersection of said centerline and the centerline of FM 1924 (West Mile 3 Road);

THENCE Easterly, along the centerline of FM 1924 (West Mile 3 Road), to the intersection of said centerline and the centerline of Western Road, as shown on the plat of Vista Hermosa Subdivision (Volume 4, Page 43, in the Map Records of Hidalgo County, Texas);

THENCE Southerly, along the centerline of Western Road, to the intersection of said centerline, and the centerline of Expressway 83;

THENCE Westerly, along the centerline of Expressway 83, to the intersection of said centerline and the extension of the east line of the 205.23 acre tract described in the deed to Dagoberto Trevino, recorded under Document Number 894825, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along said extension and continuing along the east lines of the following: said 205.23 Dagoberto Trevino tract, the 3.31 acre tract described as Tract No. 383, of Share Number Two Hundred Five in the deed to Thos. B. Waite and John P. Waite, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas, the 200.23 acre tract described as Tract No. 381, of Share Number Two

Hundred Five in the deed to Thos. B. Waite and John P. Waite, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas, the 92.52 acre tract described as Tract No. 382, of Share Number Two Hundred Five in the deed to Thos. B. Waite and John P. Waite, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas, and the 338.83 acre tract described as Tract No. 81, of Share Number Two Hundred Five in the deed to Thos. B. Waite and John P. Waite, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas, to the northwest corner of the 22.28 acre tract described as Tract No. 72, Share No. Seventeen in the deed to Heirs of Donaciano Carda and Lorenza Reiz de Carda, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas;

THENCE Easterly, along the north line of said 22.28 acre Carda tract, to the northeast corner of said 22.28 acre Carda tract;

THENCE Southerly, along the east line of said 22.28 acre Carda tract, to the most westerly northwest corner of the 8.79 acre tract described as Tract No. 71, Share No. Seventeen in the deed to Heirs of Donaciano Cerda and Lorenza Reiz de Carda, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas;

THENCE Easterly, along a north line of said 8.79 acre Carda tract, to an angle corner of said 8.79 acre Carda tract;

THENCE Northeasterly, along a west line of said 8.79 acre Carda tract, to the most northerly northwest corner of said 8.79 acre Carda tract;

THENCE Southeasterly, along a north line of said 8.79 acre Carda tract, to the north corner of the 5.00 acre tract described as Tract No. 70, Share No. One Hundred Fifty-Eight in the deed to Gregorio de la Rosa, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas;

THENCE Southerly and Southwesterly, along the east line of said 5.00 acre Gregorio de la Rosa tract, and the southeast line of the 53.600 acre tract described as Tract 473a in the deed to The Nature Conservancy of Texas, Inc., recorded under Volume 3255, Page 382, in the County Clerk Records of Hidalgo County, Texas, to the northwest corner of Lot 58 of Los Ejidos De Reynosa Viejo Grant described in the deed to Valley Land Fund, Inc., recorded under Volume 3204, Page 251, in the County Clerk Records of Hidalgo County, Texas, in the City Limit line of City of Abram;

THENCE Easterly, along the north lines of said Lot 58, Valley Land Fund Inc. tract, and the tract described as the North 34.03 acres and the South 13.97 acres of Tract 55 described in the deed to Sundown Enterprises, Inc., recorded under Document Number 849570, in the County Clerk Records of Hidalgo County, Texas, along the City Limit line of City of Abram, to the southwest corner of the 24.67 acre tract described as Tract No. 46, Share No. Sixteen in the deed to A.E. Chavez, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said 24.67 acre A.E. Chavez tract, to the northwest corner of said 24.67 acre A.E. Chavez tract;

THENCE Easterly, along the north line of said 24.67 acre A.E. Chavez tract, to the northeast corner of said 24.67 acre A.E. Chavez tract;

THENCE Southerly, along the east line of said 24.67 acre A.E. Chavez tract, to the southeast corner of said 24.67 acre A.E. Chavez tract, common to the northwest corner of the 15 acre tract described in the deed to A. Wayne Wood, recorded under Document Number 494100, in the County Clerk Records of Hidalgo County, Texas, in the City Limit line of City of Abram;

THENCE Easterly, along the north line of said 15 acre A. Wayne Wood tract, along the City Limit line of City of Abram, to the northeast corner of said 15 acre A. Wayne Wood tract, in the west line of the 25.04 acre tract described in the deed to Oscar Tauber, recorded under Document Number 643862, in the County Clerk Records of Hidalgo, County, Texas;

THENCE Northerly, along the west lines of said 25.04 acre Oscar Tauber tract, and the 8.80 acre tract described in the deed to Griffin & Brand of McAllen, Inc., recorded under Volume 2567, Page 820, in the Deed Records of Hidalgo County, Texas, to the northwest corner of said 8.80 acre Griffin & Brand of McAllen, Inc. tract;

THENCE Easterly, along a north line of said 8.80 acre Griffin & Brand of McAllen, Inc. tract, and the north line of the tract described as Lot 10, in the deed to Silvia Flores, recorded under Document Number 586751, in the County Clerk Records of Hidalgo County, Texas, to the most northerly northeast corner of said Lot 10 Silvia Flores tract;

THENCE Southerly, along an east line of said Lot 10 Silvia Flores tract, to an angle corner of said Lot 10 Silvia Flores tract;

THENCE Easterly, along a north line of said Lot 10 Silvia Flores tract, to the intersection of the extension of the north line of said Lot 10 Silvia Flores tract and the centerline of FM 1427 (South Abram Road);

THENCE Southerly, along the centerline of FM 1427 (South Abram Road), to the intersection of said centerline and the extension of the northeast line of the tract of land shown as Tract 4 in the Exhibit A-2 in the deed to J.L. Bates LP, recorded under Document Number 1354714, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southeasterly, along said extension and continuing along the northeast line of said Tract 4 J.L. Bates LP tract, to the east corner of said Tract 4 J.L. Bates LP tract, common to the northwest corner of the tract of land shown as Tract 2 in the Exhibit A-2 in the deed to J.L. Bates LP, recorded under Document Number 1354714, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along the north lines of said Tract 2 J.L. Bates LP tract, and Lot 1, Block 2, Goodwin Tract Subdivision No. One described in the deed to Goodwin Acquisitions, LP, recorded under Instrument Number 2007-1705684, in the Official Records of Hidalgo County, Texas, to the northeast corner of said Lot 1 Goodwin Acquisitions, LP tract;

THENCE Southerly, along the east line of said Lot 1 Goodwin Acquisitions, LP tract, to the southeast corner of said Lot 1 Goodwin Acquisitions, LP tract;

THENCE Westerly, along the south line of said Lot 1 Goodwin Acquisitions, LP tract, to the northeast corner of the 39.986 acre tract described as Parcel 6 in the deed to J.L. Bates, LP, recorded under Document Number 1354715, in the County Clerk Records of Hidalgo County, Texas, in the City Limit line of City of Abram;

THENCE Southerly, along the east line of said 39.986 acre J.L. Bates tract, along the City Limit line of City of Abram, to the north corner of the 3.860 acre tract described in the deed to Mayfair Farms, Inc., recorded under Volume 2890, Page 026, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southeasterly, along the northeast lines of said 3.860 acre Mayfair Farms, Inc. tract and a northeast line of the 563.16 acre tract described as Shiba Farms in the deed to ML Rhodes, Ltd., recorded under Document Number 1071241, in the County Clerk Records of Hidalgo County, Texas, partially along the City Limit line of City of Mission, to the intersection of the extension of the northeast line of said 563.16 acre ML Rhodes, Ltd tract and the centerline of South Greene Road;

THENCE Northerly, along the centerline of South Greene Road, along the City Limit line of City of Mission, to the intersection of said centerline and the extension of a north line of said 563.16 acre ML Rhodes, Ltd tract;

THENCE Easterly, along said extension and continuing along the north line of said 563.16 acre ML Rhodes, Ltd tract, along the City Limit line of City of Mission, to the most northerly northeast corner of said 563.16 acre ML Rhodes, Ltd tract;

THENCE Southerly, along an east line of said 563.16 acre ML Rhodes, Ltd tract, along the City Limit line of City of Mission, to the intersection of the east line of said 563.16 acre ML Rhodes, Ltd tract and the northwest line of the 72.62 acre tract described as Trophy (East and West), First Parcel, Third Tract in the deed to Bentsen Palm, Ltd, recorded under Document Number 715282, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northeasterly, along the northwest line of said 72.62 acre Bentsen Palm, Ltd tract, and the north line of said Trophy (East and West), First Parcel, Bentsen Palm Ltd. tract, partially along the City Limit line of City of Mission, to the south corner of the 27.22 acre tract described in the deed to La Joya Water Supply Corporation, recorded under Document Number 1352578, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along a south line of said 27.22 acre La Joya Water Supply Corporation tract, to the southwest corner of said 27.22 acre La Joya Water Supply Corporation tract;

THENCE Northerly, along a west line of said 27.22 acre La Joya Water Supply Corporation tract, to the northwest corner of said 27.22 acre La Joya Water Supply Corporation tract;

THENCE Easterly, along the north line of said 27.22 acre La Joya Water Supply Corporation tract, to the intersection of the extension of the north line of said 27.22 acre La Joya Water Supply Corporation tract and the centerline of FM 2062 (South Bentsen Palm Drive);

THENCE Southerly, along the centerline of FM 2062 (South Bentsen Palm Drive), entering the City Limits of City of Mission, to the intersection of said centerline and the extension of the north line of Lot Thirty-three (33) Benson Groves Addition "E" described as Trophy (East and West), First Parcel, First Tract in the deed to Bentsen Palm, Ltd, recorded under Document Number 715282, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north line of said Lot Thirty-Three Bentsen Palm Ltd. tract, to the northeast corner of said Lot Thirty-Three Bentsen Palm Ltd. tract, in the west line of the 16 acre tract described as Sixth Tract in the deed to Bentsen Palm, Ltd, recorded under Document Number 715282, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said 16 acre Bentsen Palm, Ltd tract, to the northwest corner of said 16 acre Bentsen Palm, Ltd tract;

THENCE Easterly, along the north line of said 16 acre Bentsen Palm, Ltd tract, partially along the City Limit line of City of Mission, to the intersection of the extension of the north line of said 16 acre Bentsen Palm, Ltd tract and the centerline of South Schuerbach Road (South Breyfogle Road);

THENCE Northerly, along the centerline of South Schuerbach Road (South Breyfogle Road), along the City Limit line of City of Mission, to the intersection of said centerline and the extension of the southwest line of the 12.925 acre tract described in the deed to City of Mission, recorded under Document Number 2005-1504750, in the Official Records of Hidalgo County, Texas;

THENCE Southeasterly, entering the City Limits of City of Mission, along said extension and continuing along the southwest lines of said 12.925 acre tract, and the 54.298 acre tract described in the deed to City of Mission, recorded under Document Number 2005-1504750, in the Official Records of Hidalgo County, Texas, to the intersection of the

extension of the southwest line of said 54.298 acre City of Mission tract and the centerline of South Inspiration Road;

THENCE Southerly, along the centerline of South Inspiration Road, to the intersection of said centerline and the extension of the north line of the 7.78 acre tract described in the deed to Marsha B. Gamel, recorded under Document Number 768273, in the County Clerk Records of Hidalgo County, Texas, in the City Limit line of City of Mission;

THENCE Easterly, along said extension and continuing along the north line of said 7.78 acre Marsha B. Gamel tract, along the City Limit line of City of Mission, to the intersection of the north line of said 7.78 acre Marsha B. Gamel tract and the southeast line of Meadow Creek County Club Phase 1-B subdivision (Volume 25, Page 27, in the Map Records of Hidalgo County, Texas);

THENCE Northeasterly, along the southeast line said Mission Creek County Club Phase 1-B subdivision, along the City Limit line of City of Mission, to an angle corner of said Mission Creek County Club Phase 1-B subdivision, in the west line of Lot 12-1, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the deed to Miguel A. Nevarez, et ux., recorded under Volume 1197, Page 740, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said Lot 12-1 Miguel A. Nevarez, et ux. tract, along the City Limit line of City of Mission, to the northwest corner of said Lot 12-1 Miguel A. Nevarez, et ux. tract;

THENCE Easterly, exiting the City Limits of City of Mission along the north lines of the following: said Lot 12-1 Miguel A. Nevarez, et ux. tract, Lot 12-2, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the deed to Miguel A. Nevarez, et ux., recorded under Volume 1197, Page 740, in the County Clerk Records of Hidalgo County, Texas, the 40 acre tract described in the deed to Mike Nevarez, recorded under Document Number 716282, County Clerk Records of Hidalgo County, Texas, Lot 12-4, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the deed to Miguel A. Nevarez, recorded under Volume 1526, Page 704, in the County Clerk Records of Hidalgo County, Texas, Lot 12-5, of West Addition to Sharyland Subdivision, described in the deed to Miguel A. Nevarez, recorded under Document Number 12022, in the County Clerk Records of Hidalgo County, Texas, the 38.44 acre tract described in the deed to Mision San Antonio Development L.L.C., recorded under Document Number 2006-1644364, in the Official Records of Hidalgo County, Texas, the 35.63 acre tract described under Tract “A” as Lot 12-6 in the deed to A.H.D. and McColl, L.P., recorded under Document Number 1314140, in the County Clerk Records of Hidalgo County, Texas, Lots 12-7 through 12-10, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, the tract of land described in the deed to Robert Eugene Pawlik, et al., recorded under Document Number 977903, in the County Clerk Records of

Hidalgo County, Texas, Lot 12-11, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the tract described as Parcel 5, in the deed to Hidalgo County Drainage District No. 1, recorded under Instrument Number 2006-1599385, in the Official Records of Hidalgo County, Texas, and Lot 12-12, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, partially along the City Limit line of City of Mission, and entering the City Limits of City of Mission, to the northeast corner of said Lot 12-12 Hunt Valley Industrial I, L.P. tract;

THENCE Southerly, along the east lines of said Lot 12-12 Hunt Valley Industrial I, L.P. tract, and the tract of land described in the deed to Robert Eugene Pawlik, et al., recorded under Document Number 977903, in the County Clerk Records of Hidalgo County, Texas, to the southeast corner of said Robert Eugene Pawlik, et al. tract, common to the northwest corner of Lot 101, John H. Shary Subdivision (Volume 0, Page 17, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southeasterly, along the north line of said Lot 101, Hunt Valley Industrial I, L.P. tract, to the northeast corner of said Lot 101 Hunt Valley Industrial I, L.P. tract;

THENCE Southerly, along the east line of said Lot 101 Hunt Valley Industrial I, L.P. tract, the east line of Lots 91, 81, and 71, John H. Shary Subdivision (Volume 0, Page 17, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, and the west line of the 6.335 acre tract described in the deed to Hunt Valley Industrial I, L.P., recorded under Instrument Number 2006-1563793, in the Official Records of Hidalgo County, Texas, to the intersection of the extension of the west line of said 6.335 acre, Hunt Valley Industrial I, L.P. tract and the centerline of East Military Road (FM 1016);

THENCE Easterly, along the centerline of East Military Road (FM 1016), exiting the City Limits of City of Mission, entering the City Limits of City of McAllen, to the intersection of said centerline and the centerline of Spur 115 (South 23rd);

THENCE Southerly, along the centerline of FM 115 (FM 1926), to the intersection of the said centerline and the extension of the north line of Lot 35, Block 3, of C.E. Hammond Subdivision described in the deed to Josue G. Molina, et al., recorded under Document Number 15512, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, exiting the City Limits of City of McAllen, along said extension and continuing along the north lines of said Lot 35, Josue G. Molina, et al. tract, Lot 4, Block 5, Hidalgo Canal Company Subdivision described in the deed to Mike Theser, recorded under Instrument Number 17878, in the County Clerk Records of Hidalgo County, Texas, and the north line of the tract described in the deed to Hidalgo Co. Water Control

& Imp. Dist. No.3, recorded under Volume 916, Page 27, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the north line of said Hidalgo Co. Water Control & Imp. Dist. No.3 tract and the centerline of Highway 336 (South 10th Street);

THENCE Northerly, along the centerline of Highway 336 (South 10th Street), to the intersection of said centerline and the extension of the southeast line of the 41.98 acre tract described as Parcel 18-D described in the deed to QOT, Inc., recorded under Document Number 1102923, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northeasterly, along said extension and continuing along the southeast lines of said 41.98 acre QOT, Inc. tract and the 35.07 acre tract described as Parcel 18-A in the deed to AG Enterprises, Inc., recorded under Document Number 1102922, in the County Clerk Records of Hidalgo County, Texas, to the most southerly southeast corner of said 35.07 AG Enterprises, Inc. tract;

THENCE Northerly, along an east line of said 35.07 AG Enterprises, Inc. tract, to an angle corner of said 35.07 AG Enterprises, Inc. tract;

THENCE Northeasterly, along a southeast line of said 35.07 AG Enterprises, Inc. tract, to an angle corner of said 35.07 AG Enterprises, Inc. tract;

THENCE Easterly, along a south line of said 35.07 AG Enterprises, Inc. tract, to the most southerly southeast corner of said 35.07 AG Enterprises, Inc. tract;

THENCE Southeasterly, to the northwest corner of Lot 3, Block 21, Steele and Pershing Subdivision described as Tract I in the deed to QOT, Inc., recorded under Document Number 1085824, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along the north lines of said Lot 3, QOT, Inc. tract, the 8.29 acre tract described as Tract II in the deed to Francisco Castro, et al., recorded under Document Number 706603, in the County Clerk Records of Hidalgo County, Texas,
and Lot 1, Block 21, Steele & Pershing Subdivision described as Tract I in the deed to Paul D. Moore, Jr., Family Trust, recorded under Instrument Number 2006-1591757, in the Official Records of Hidalgo County, Texas, to the northeast corner of said Lot 1 Paul D. Moore Jr., Family Trust tract, common to the southwest corner of Lot 4, Block 10, A.J. McColl Subdivision described as Tract I in the deed to Juan M. Pena, recorded under Document Number 797076, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said Lot 4 Juan M. Pena tract, to the northwest corner of said Lot 4 Juan M. Pena tract;

THENCE Easterly, along the north lines of said Lot 4 Juan M. Pena tract, and Lot 5, Block 10, A.J. McColl Subdivision described as Tract II in the deed to Juan M. Pena, recorded under Document Number 797076, in the County Clerk Records of Hidalgo

County, Texas, to the northeast corner of said Lot 5 Juan M. Pena tract, common to the southwest corner of the 31.10 acre tract described in the deed to Francisco M. Perez, et al., recorded under Document Number 2007-1722378, in the Official Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said 31.10 acre Francisco M. Perez, et al. tract, to the northwest corner of said 31.10 acre Francisco M. Perez, et al. tract;

THENCE Easterly, along the north lines of said 31.10 acre Francisco M. Perez, et al. tract, and Lot 282, Kelley-Pharr Subdivision described in the deed to Sam Jones, et al., recorded under Volume 1742, Page 484, in the County Clerk Records of Hidalgo County, Texas, to the northeast corner of said Lot 282 Sam Jones, et al. tract;

THENCE Southerly, along the east line of said Lot 282 Sam Jones, et al. tract, along the City Limit line of City of Pharr, to the northwest corner of the 36.091 acre tract described in the deed to D & J Investments Ltd, et al., recorded under Document Number 2005-1515074, in the Official Records of Hidalgo County, Texas;

THENCE Easterly, entering the City Limits of City of Pharr, along the north line of said 36.091 acre D & J Investments Ltd et al. tract, to the intersection of the extension of the north line of said 36.091 acre D & J Investments Ltd et al. tract and the centerline of US 281 (South Cage Boulevard);

THENCE Northerly, along the centerline of US 281 (South Cage Boulevard), to the intersection of said centerline and the extension of the north line of the 26.34 acre tract described as Tract I, in the deed to Bertha Cantu Canales, recorded under Volume 1269, Page 694, in the Deed Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north lines of said 26.34 acre Bertha Cantu Canales tract, and the 30 acre tract described as Tract II, in the deed to Bertha Cantu Canales, recorded under Volume 1269, Page 694, in the County Clerk Records of Hidalgo County, Texas, exiting the City Limits of City of Pharr, to the northeast corner of said 30 acre Bertha Cantu Canales tract, in the west line of the 18.25 acre tract described as Tract III in the deed to Bertha Cantu Canales, recorded under Volume 1269, Page 694, in the County Clerks Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said 18.25 acre Bertha Cantu Canales tract, to the intersection of the extension of the west line of said 18.25 acre Bertha Cantu Canales tract, and the centerline of East Pecina Road;

THENCE Easterly, along the centerline of East Pecina Road, to the intersection of said centerline, and the extension of the west line of the 3 acre tract described in the deed to Barrett Brothers Oil & Gas, Inc., recorded under Document Number 1045673, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along said extension and continuing along the west lines of said 3 acre Barrett Brother Oil & Gas, Inc. tract, and the 5.55 acre tract described in the deed to Jim H. Hughes, et al., recorded under Document Number 39640, in the County Clerks Records of Hidalgo County, Texas, to the northwest corner of said 5.55 acre Jim H. Hughes, et al. tract;

THENCE Northeasterly, along the northwest line of said 5.55 acre Jim H. Hughes, et al. tract, to the extension of the northwest line of said 5.55 acre Jim H. Hughes, et al. tract, and the centerline of South "I" Road;

THENCE Northerly, along the centerline of South "I" Road, along the City Limit line of City of San Juan, to the intersection of said centerline and the extension of the north line of Lot 10, Block 15, of the John Closner Subdivision described in Tract 2 in the deed to Keller Real Estate Investments, Inc., recorded under Document Number 1013956, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north lines of said Lot 10 Keller Real Estate Investments, Inc. tract, Lot 10, Block 15, John Closner Subdivision (Volume 11, Page 64, in the Map Records of Hidalgo County, Texas) included in the deed to Keller Real Estate Investments, recorded under Instrument Number 2007-1793305, in the Official Records of Hidalgo County, Texas, to the northeast corner of said Lot 10 Keller Real Estate Investments, common to the southwest corner of Lot 2, Block 15, of the John Closner Subdivision described in Tract 1 in the deed to Keller Real Estate Investments, Inc., recorded under Document Number 1013956, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said Lot 2 Keller Real Estate Investments, Inc. tract, to the northwest corner of said Lot 2 Keller Real Estate Investments, Inc. tract;

THENCE Easterly, entering and exiting the City Limits of City of San Juan, along the north lines of the following: said Lot 2 Keller Real Estate Investments, Inc. tract, Lot 3, Block 15, John Closner Subdivision (Volume 11, Page 64, in the Map Records of Hidalgo County, Texas) included in the deed to Rio Fresh, Inc., recorded under Document Number 1380642, in the County Clerk Records of Hidalgo County, Texas, the 15.9 acre tract described in the deed to J. H. Tanner Family Limited Partnership I, recorded under Document Number 1136921, in the County Clerk Records of Hidalgo County, Texas, Lot 4, Block 15, John Closner Subdivision (Volume 11, Page 64, in the Map Records of Hidalgo County, Texas) described in the deed to Ruth Tanner Eining, et al., recorded under Volume 3098, Page 003, in the County Clerk Records of Hidalgo County, Texas, Lot 5, Block 15, John Closner Subdivision (Volume 11, Page 64, in the Map Records of Hidalgo County, Texas) described in the deed to Ruth Tanner Eining, et al., recorded under Volume 1935, Page 852, in the County Clerk Records of Hidalgo County, Texas, Lots 25 through 27 of Stewart's Addition to Conway Gardens, described in Tract No. 7 in the deed to Frank Schuster Farms, Inc., recorded under Volume 1424, Page 284, in the Deed Records of Hidalgo County, Texas, Lot 12, Block 23, described in the deed to John Myers, et ux., recorded under Instrument Number 12782, in the

County Clerk Records of Hidalgo County, Texas, and Lot 11, Block 23, Alamo Land and Sugar Company's Subdivision described in the deed to William P. Kuby, recorded under Instrument Number 5675, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the north line of said Lot 11 William P. Kuby tract and the centerline of South Cesar Chavez Road;

THENCE Southerly, along the centerline of South Cesar Chavez Road, to the intersection of said centerline and the extension of the north line of Lot 16, Block 24, Alamo Land and Sugar Company's Subdivision described in the deed to Malcolm W. Moore, recorded under Document Number 15492, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north lines of said Lot 16 Malcolm W. Moore tract, Lot 15, Block 24, Alamo Land and Sugar Company's Subdivision described in the deed to William P. Kuby, recorded under Instrument Number 5675, in the County Clerk Records of Hidalgo County, Texas, and Lot 14, Block 24, Alamo Land & Sugar Company's Subdivision described in the deed to William R. Morley, et ux., recorded under Document Number 23273, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the north line of said Lot 14 William R. Morley, et ux. tract and the centerline of FM 907 (South Alamo Road);

THENCE Southerly, along the centerline of FM 907 (South Alamo Road), to the intersection of said centerline and the extension of the north line of the North ½ of Lot 4, Block 20, of Alamo Land and Sugar Company Subdivision described as Tract II in the deed to Rio Fresh, Inc., recorded under Volume 2488, Page 338, in the Deed Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north lines of said Tract II, Rio Fresh, Inc. tract, and the north line of Lot 1 and 2, Block 21 of the Alamo Land and Sugar Company Subdivision (Volume 1, Page 25, in the Map Records of Hidalgo County, Texas) included in the deed to Rio Fresh, Inc., recorded under Volume 2486, Page 829, in the County Clerk Records of Hidalgo County, Texas, to the northeast corner of said Lot 2, Rio Fresh, Inc. tract, common to the southwest corner of Lot 14, Block 25, of Alamo Land and Sugar Company Subdivision (Volume 1, Page 25, in the Map Records of Hidalgo County, Texas) included in the deed to Rio Fresh, Inc., recorded under Volume 2486, Page 829, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along the west lines of said Lot 14, Rio Fresh, Inc. tract and Lot 11, Block 25, of Alamo Land and Sugar Company Subdivision (Volume 1, Page 25, in the Map Records of Hidalgo County, Texas) included in the deed to Natural Area Preservation Association, Inc., recorded under Document Number 1414599, in the County Clerk Records of Hidalgo County, Texas, and the centerline of Tower Road, to the intersection of the centerline of Tower Road and the centerline of Levee Road;

THENCE Northerly, along the centerline of Tower Road, partially along the City Limit line of City of Alamo, entering and exiting the City Limits of City of Alamo, to the intersection of said centerline and the centerline of Curve Road;

THENCE Westerly, along the centerline of Curve Road, to the intersection of said centerline and the centerline of Tower Road;

THENCE Northerly, along the centerline of Tower Road, to the intersection of said centerline and the centerline of Richardson Boulevard (Schunior Street);

THENCE Westerly, along the centerline of Richardson Boulevard (Schunior Street), to the intersection of said centerline and the centerline of Terry Road;

THENCE Northerly, along the centerline of Terry Road, to the intersection of said centerline and the centerline of Rogers Road (Mile 18 North);

THENCE Westerly, along the centerline of Rogers Road (Mile 18 North), to the intersection of said centerline and the centerline of Cesar Chavez Road;

THENCE Northerly, along the centerline of Cesar Chavez Road, to the intersection of said centerline and the centerline of FM 1925 (East Monte Cristo Road);

THENCE Westerly, along the centerline of FM 1925 (East Monte Cristo Road), partially along the City Limit line of City of Edinburg, entering the City Limits of City of Edinburg, to the intersection of said centerline and the extension of the east line of the 9.098 acre tract described in the deed to City of Edinburg, recorded under Document Number 343198, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along said extension and continuing along the east lines of said 9.098 acre City of Edinburg tract, and the 728.70 acre tract described in the deed to SKC Development, Ltd., recorded under Document Number 1205101, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the east line of said 728.70 acre tract and the centerline of Davis Road;

THENCE Westerly, along the centerline of said Davis Road, to the **POINT OF BEGINNING** of the herein described TRZ, and containing approximately 142,000 acres (221.9 square miles).

AI-12578 **5.F.**

Salvage Culvert Pipe

CC REGULAR

Date:	12/09/2008
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Steve Crain
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Discussion of Order regarding Salvage Culvert Pipe - Steve Crain

BACKGROUND

Order will be discussed during Comm. Court, order will be drafted at a later date.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Undetermined

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Can't determine fiscal impact due to lack of any information or supporting documentation being proved.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/03/2008 10:33 AM	APRV
2	Dale Kennan	Dale Kennan	12/05/2008 01:19 PM	APRV
3	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Angela Garcia — Started On: 12/03/2008 10:28 AM

Final Approval Date: 12/05/2008

AI-12614 **5.G.**

Tax Resale Resolution

CC REGULAR

Date:	12/09/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Submitted For:	Tax Attorneys - Perdue, Brandon,..
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Discussion, acceptance and approval of bids received on Tax Resale Properties (Delinquent Tax Attorneys).

BACKGROUND

Fiscal Impact

Attachments

Link: Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/05/2008 07:45 AM	APRV
2	Erika Reyna	Erika Reyna	12/05/2008 10:24 AM	APRV
3	Auditor's Office	Becky Morales	12/05/2008 03:52 PM	APRV
4	Purchasing Department	Marty Salazar	12/05/2008 04:32 PM	APRV

Form Started By: Monica Badillo — Started On: 12/03/2008 04:03 PM

Final Approval Date: 12/05/2008

RESOLUTION OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS

On the _____ day of December, 2008, at the regularly scheduled meeting of the Commissioner's Court of Hidalgo County, Texas, a motion was duly made and seconded for to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the County Judge of Hidalgo County Texas called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that the Commissioner's Court of Hidalgo County Texas approves the bids received on the properties described in the attached Exhibit "A" and authorizes the County Judge of Hidalgo County, Texas to execute tax resale deeds conveying the approved properties.

SIGNED on this _____day of December, 2008.

_____

J. D. Salinas, County Judge,
Hidalgo County, Texas

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Exhibit "A"

(Tax Resale Properties)

JUNE 3,2008 TAX RESALE PROPERTIES
(HIDALGO COUNTY)

CAUSE No.	STYLE OF CASE	LEGAL DESCRIPTION	BID	COUNTY AMOUNT
T-1118-03-B (01)	WESLACO I.S.D. VS JUAN PEREZ	Lots 24 and 25, Block 6, Romona Addition, City of Weslaco, Account No. R0650-00-006-0024-00	$5,500	$435.20
T-113-05-E (02)	PHARR-SAN JUAN-ALAMO I.S.D. VS REYNALDO NAVARRO	Lot 30, Block 1, Hidalgo Park Estates, Account No. H2650-00-001-0030-00	$4,500	$456.30
T-113-05-E (03)	PHARR-SAN JUAN-ALAMO I.S.D. VS REYNALDO NAVARRO	Lot 29, Block 1, Hidalgo Park Estates, Account No. H2650-00-001-0029-01	$5,000	$546.30
T-1153-05-A (04)	PHARR-SAN JUAN-ALOMA I.S.D. VS RAYMOND DE LA CRUZ	Lot 23 and 24, Block 5, El Cahon Subdivision, Account No. E3700-00-000-0023-00	$5,900	$623.56
T-1153-05-A (05)	PHARR-SAN JUAN-ALOMA I.S.D. VS RAYMOND DE LA CRUZ	Lot 22, Block 5, El Cahon Subdivision, Account No. E3700-00-000-0023-01	$1,000	$40.68
T-1169-04-H (06)	EDINBURG C.I.S.D VS ELIJEO GALVAN CRUZ	5 Acres, more or less, being the South one half of Lot 12, Block 95, Las Mestenas Ranch, situated in the Missouri-Texas Land and Irrigation Co. Subdivision, Account No. M5500-00-095-0012-00	$21,000	$3,708.23
T-1205-05-H (07)	PHARR-SAN JUAN-ALOMA I.S.D. VS MARIA ELISA RAMIREZ	Lot 12, Block 23, Original Townsite of Pharr, Account No. P6400-00-023-0012-00	$11,000	$1,528.96
T-1218-03-C (08)	WESLACO I.S.D. VS JOSE I. RODRIGUEZ	Lot 3, Block 1, Villa Vista #1, an addition to the City of Weslaco, Account No. V3800-01-001-003-00	$4,400	$559.44
T-1318-05-D (09)	MCALLEN I.S.D. VS GUADALUPE WATANABE	North One Half of Lot 24, Block 3, West Addition, an addition to the City of McAllen, Account No. W2400-00-003-0024-00	$3,100	$460.60

JUNE 3,2008 TAX RESALE PROPERTIES
(HIDALGO COUNTY)

T-1322-05-H (10)	EDCOUCH-ELSA I.S.D. VS PEDRO D. CANTU	Lots 12, 13 and 14, Block 24, Doroteo Olivarez Subdivision an addition to the City of Elsa, Account No. O3300-00-024-0012-00	$4,100	$441.63
T-177-06-F (11)	WESLACO I.S.D. VS RUBEN JUAREZ	Lots 15 and 16, Block C, Davenport Subdivision, Part #1, and addition to the City of Weslaco, Account No. D1000-01-010-015-00	$3,100	$460.60
T-179-05-H (12)	PHARR-SAN JUAN-ALAMO I.S.D. VS JACK H. MCDONALD	West One Half of Lot 20 and the East One-Half of Lot 21, R/S Williams Subdivision, of Block 68, in the Townsite of Alamo, Account No. R5400-00-068-0020-00	$5,000	$667.00
T-212-98-B (13)	HIDALGO COUNTY VS PEDRO CHACON	Lot P. P. 16, aka Lot P, and P-16, Block 68, Original Townsite of Mercedes, save and except an 10 ft. by 12 ft. tract of land, Account No. M3550-00-068-0016-00	$7,100	$1,509.76
T-271-05-A (14)	PHARR-SAN JUAN-ALAMO I.S.D. VS MARIA S. GARZA	Lot 26, Block 20, Original Townsite of Pharr, Account No. P6400-00-020-0026-00	$4,000	$593.73
T-288-00-A (15)	PROGRESO I.S.D. VS TOMAS CUELLAR	Lots 18 and 19, Block 3, Progreso Original Townsite, Account No's. P9100-00-003-0018-00 & P9100-00-003-0019-00	$10,300	$2,184.32
T-288-02-I (16)	CITY OF ALTON VS FRANK VECCHIO	West 5.0 Acres of the South 10 Acres of Lot 42-10, West Addition To Shary Land Plantation, Account No. W0100-00-042-0010-05	$1,000	$181.86
T-335-03-B (17)	EDCOUCH-ELSA I.S.D. VS EMMA M. CAVAZOS	Lots 5 and 6, Block 5, Frank A. Smith, an addition to the City of Elsa	$13,500	$2,172.46
T-406-99-G (18)	CITY OF MCALLEN VS ENRIQUE GARZA, JR	Lot 13, Block 44, Hammond's Addition, City of McAllen, Account No. H0900-00-044-0013-00	$10,500	$2,084.88
T-408-06-C (19)	PHARR-SAN JUAN-ALAMO I.S.D. VS IRINIO RAZO	Lot 31, Crockett West Subdivision, an addition to the City of Alamo, Account No. C9450-00-000-0031-00	$8,500	$1,811.25

JUNE 3,2008 TAX RESALE PROPERTIES
(HIDALGO COUNTY)

T-480-06-C (20)	EDINBURG C.I.S.D. VS WENDELL PHILLIPS	1.596 Acres, more or less, being that certain portion of Lot 9, Block 11, Santa Cruz #2 Gardens, South of center line of Road FM 2820, Account No. S1700-02-011-0009-10	$10,100	$2,139.12
T-481-06-D (21)	EDINBURG C.I.S.D. VS COURTSMITH ENTERPRISE	Tract 1: 0.349 Acre, more or less, being a tract of land known as "Reserved for Park" lying on the west side and adjacent to Lot 2, Seville Park Subdivision, Unit 1 and addition to the City of Edinburg, Account No. S2550-01-000-0000-00	$3,100	$450.34
T-481-06-D (22)	EDINBURG C.I.S.D. VS COURTSMITH ENTERPRISE	Tract 1: 0.349 Acre, more or less, being a tract of land known as "Reserved for Park" lying on the west side and adjacent to Lot 1, Seville Park Subdivision, Unit 1 and addition to the City of Edinburg, Account No. S2550-01-000-0000-01	$1,800	$151.34
T-520-01-B (23)	EDCOUCH-ELSA I.S.D. VS MANUEL BERNAL	North 100 ft. out of Lot 3, Block 3, North Elsa Subdivision, Part #7, an addition to the City of Elsa, Account No. N4800-00-003-0003-00	$7,300	$628.08
T-576-00-B (24)	MONTE ALTO I.S.D. VS OLADIA BUENTELLO	Lots 9 and 10, Block 39, Rollo Townsite also known as Monte Alto Townsite, Account No. R3800-00-039-0009-00	$7,000	$1,404.20
T-576-99-B (25)	MCALLEN I.S.D. VS IDELA DEVELOPMENT CO	Lot 104, Idela Park, Unit #3, City of McAllen, Account No. I2000-03-000-0104-00	$20,000	$4,153.82
T-716-97-B (26)	MONTE ALTO I.S.D. VS MARIA CRUZ GUTIERREZ	East 2.0 Acres out of the South 4.0 Acres of Lot 3, Woodroof Subdivision, Monte Alto Townsite, Account No. W8000-00-000-0003-02	$6,400	$907.97
T-985-04-D (27)	MCALLEN I.S.D. VS JUAN DE LA FUENTE, JR	Lot 6, Block 4, Flor Addition, Account No. L0900-00-004-0006-00	$4,200	$468.48

Item's (1 through 14), (18 through 22) and (24 through 26) are 1st (First) Time Bids

Item's (17 and 27) are 2nd (Second) Time Bids

Item's (15, 16 and 23) are 3rd (Third) Bids

FEBRUARY 6, 2008 TAX RESALE PROPERTIES
(HIDALGO COUNTY)

CAUSE No.	STYLE OF CASE	LEGAL DESCRIPTION	BID	COUNTY AMOUNT
T-424-04-A (01)	MISSION CONSOLIDATED I.S.D VS. FIDENCIA A MACIAS	Lot 40, Palm Lake Estates Subdivision, Unit #1, (From West Addtionion To Sharyland) Account No. P1000-00-000-0040-00	$4,100	$594.81

Item (1) Is a 1st (First) Time Bid

AI-12679 **5.H.**

Authorization to change TCDRS plan provisions - Plan Year 2009

CC REGULAR

Date:	12/09/2008
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration, and action on authorization to change TCDRS Plan Provisions for Plan Year 2009 to include buyback authorization allowing all eligible employees the option of buying back service credits and receive matching credits upon retirement from Hidalgo County.

BACKGROUND

The buyback authorization gives an additional choice to eligible employees who want to restore some of their lost benefit. These employees can redeposit the entire amount withdrawn after paying a withdrawal penalty. In exchange, Hidalgo County will agree to provide employer matching on the redeposited amount for employees who retire.

Fiscal Impact

Attachments

Link: Buy back

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rey Salazar	Rey Salazar	12/05/2008 02:08 PM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 02:15 PM	APRV
3	Erika Reyna	Erika Reyna	12/05/2008 02:53 PM	APRV
4	Auditor's Office	Angela Garcia	12/05/2008 05:03 PM	APRV
Form Started By: Manuel Chapa			Started On: 12/05/2008 09:08 AM	
Final Approval Date: 12/05/2008				

2009 Plan Changes

Hidalgo County, #207

Authorization to change TCDRS plan provisions

Plan year 2009

The following order concerning the participation of Hidalgo County in the Texas County & District Retirement System (TCDRS) for the 2009 plan year was adopted in open session on _____, 2008.

1. With respect to the plan provisions currently applicable to its members, Hidalgo County makes the following changes:

   A member who is participating as an employee of Hidalgo County on the effective date of this order, and who previously forfeited service credit because of a withdrawl of contributions, is eligible to buy back service credit and receive matching credits at retirement from Hidalgo County.

2. With respect to annuities paid to its retirees or their beneficiaries, Hidalgo County adopts a flat-rate 4% COLA.

3. Hidalgo County adopts an annually determined contribution rate plan with the following rate for the 2009 plan year: the total required employer contribution rate of 9.02%.

4. Except as modified by this order or by law, the plan provisions previously adopted by this Commissioners Court of Hidalgo County relating to participation in TCDRS remain in effect and are continued.

5. In the event the 2009 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with the retirement system, the Commissioners Court of Hidalgo County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing order concerning the participation of Hidalgo County in the Texas County & District Retirement System for the 2009 plan year truly and accurately reflects the official action taken during a properly posted and noticed meeting on _____, 2008, by the Commissioners Court of Hidalgo County as such action is recorded in the official minutes.

_____

County Judge of Hidalgo County

Dated: _____

2009 Plan Changes

Hidalgo County, #207

Rate information for proposed plan provision changes

Plan year 2009

	Current Plan	4% Flat Rate COLA with Buyback
Plan Provisions:		
Employee deposit rate	7%	7%
Matching rate	200%	200%
Past and future deposits / future deposits*		No Change
Prior service credit	160%	160%
Vesting	8 years	8 years
Rule of	75	75
Eligible at X years and any age	20 years	20 years
COLA**	N/A	Flat-rate 4
Credit for military service	Yes	Yes
Partial lump sum	Yes	Yes
Buyback***	N/A	Yes
Plan Rates:		
1. Normal cost rate	6.71%	6.71%
2. UAAL rate	2.10%	2.31%
3. **Total required rate for 2009****	**8.81%**	**9.02%**
4. Rate difference between proposed and current plan		0.21%
5. Elected rate		
Plan Assets & Liabilities:		
6. Present value of future benefits	$ 236,526,348	$ 238,547,207
7. Present value of future normal cost contributions	$ 49,517,980	$ 49,517,980
8. Actuarial accrued liabilities (Line 6 – Line 7)	$ 187,008,368	$ 189,029,227
9. Actuarial value of assets	$ 165,805,060	$ 165,805,060
10. Unfunded or (overfunded) actuarial accrued liability [UAAL or (OAAL)] (Line 8 – Line 9)	$ 21,203,308	$ 23,224,167
11. Funded ratio (Line 9/Line 8)	89%	88%
12. Amortization period	15.0 years	15.0 years

* The matching rate can never be lowered for employee deposits that have already been made.

** The last COLA adopted was a flat-rate 3% COLA effective 2008.

*** The last buyback was authorized in 2002.

**** Required rate for 2008: 8.78%.

Please contact TCDRS if you have any questions or for any additional information regarding changing benefit plan options.

AI-12690 **5.I.**

Overtime Payment to FLSA Exempt Eximpt Employees during Disasters/Emergencies

CC REGULAR

Date:	12/09/2008
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration, and approval of revisions/ratification to County personnel policies allowing for the compensation to FLSA exempt employees for overtime hours worked, on an hourly wage basis, during Federal or State declared disasters/emergencies.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sergio Cruz	Started On: 12/05/2008 04:42 PM
Final Approval Date: 12/05/2008	

AI-12587 **6.B.**

Health Division - TB Control Grant Amendment

CC REGULAR

Date: 12/09/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Requesting approval to accept the attached amended TB Control Grant Contract #2009-028470, amendment #001A, for the period of 09/01/08-08/31/09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1293-441-00-340-008-9-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact at this time.
T.B. Control Grant for FY 2009. Grant period is from 9-1-08 to 8-31-09.

Revenue account# 8-1293-334-10-340-008-9-000 T.B. Control Revenues

Attachments

Link: TB Amend.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/03/2008 01:30 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/03/2008 05:47 PM	APRV
3	Auditor's Office	Becky Morales	12/05/2008 03:53 PM	APRV
4	Purchasing Department	Marty Salazar	12/05/2008 04:32 PM	APRV

Form Started By: Dan Beltran — Started On: 12/03/2008 11:55 AM

Final Approval Date: 12/05/2008

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2009-028470 (Contract) in accordance with this Amendment No. 001A TUBERCULOSIS PREVENTION AND CONTROL – STATE Effective 09/01/2008 .

The purpose of this Amendment is to **Change General Provisions status to Sub recipient and Other Party Information.**

Therefore, DSHS and Contractor agree as follows:

Program attachment is revised to read as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

Item 6 of the Signature Page is revised to read as follows:

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2009-028470-001 Tuberculosis Prevention and Control - State

   c. General Provisions (~~Vendor~~) (Subrecipeint)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Other Party information is revised to read as follows:

~~Hidalgo County~~
~~Hidalgo County Treasurer c/o n~~
~~Courthouse Annex Building~~
~~Edinburg, TX 78539~~

Hidalgo County Health and Human Services Department
1304 S 25 TH Street
Edinburg, TX 78539

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756
(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

AI-12542 **6.C.**

Health Division - Immunization Grant Revision

CC REGULAR

Date:	12/09/2008
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Health & Human Services Dept.
Department:	BUDGET & MANAGEMENT
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Health & Human Services Dept. - Imm. (1293):
1. Approval to delete one (1) vacant regular full-time TVFC Assistant Manager position, slot no. 340-012-0009 budgeted at $22,942.00 per year.
2. Approval to reclassify four (4) Community Service Aide positions, budgeted salary $20,445.00 each to Community Service Aide II, proposed salary $25,445.00 each, effective next full pay period. Reviewed and Recommended as per Section 3.22 of the Civil Service Commission Rules - Budgeted slots are as follows:

	CURRENT		PROPOSED	
Slot No.	**Position Title**	**Budgeted Salary**	**Position Title**	**Budgeted Salary**
340-012-0010	Community Service Aide	$20,445.00	Community Service Aide II	$25,445.00
340-012-0011	Community Service Aide	$20,445.00	Community Service Aide II	$25,445.00
340-012-0012	Community Service Aide	$20,445.00	Community Service Aide II	$25,445.00
340-012-0013	Community Service Aide	$20,445.00	Community Service Aide II	$25,445.00

3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-012-9-xxx

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

BUDGETARY IMPACT:

No budgetary impact. Re-distributed the salary from the deleted position (TVFC Assistant Manager) to the four Community Service Aide II positions.

Attachments

Link: Assistant TVFC Program Mgr-Old position - backup

Link: Community Service Aide II - 0010- backup

Link: Community Service Aide II -0011 - backup

Link: Community Service Aide II -0012 - backup

Link: Community Service Aide II -0013 - backup

Link: fiscal note

Link: revised salary schedule

Link: Imm- DSHS Doc.

Link: Imm. Amend

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/26/2008 11:20 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/05/2008 07:39 AM	APRV
3	Auditor's Office	Becky Morales	12/05/2008 03:53 PM	APRV
4	Purchasing Department	Marty Salazar	12/05/2008 04:32 PM	APRV

Form Started By: Angela Garcia Started On: 11/26/2008 10:45 AM

Final Approval Date: 12/05/2008

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo COunty Health & Human Services Department **DATE:** 11-21-08

CURRENT POSITION TITLE: Assistant TVFC Program Manger **CURRENT SLOT. #:** 012-G009

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 22,942 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ < 22,942 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

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)

In 2007 the Health Department requested and received a TVFC Program Coordinator Position, for the Immunization Grant Program. As a result of the Immunization expansion the state (DSHS) is requiring the department to update the state provider registry, increase TVFC providers, and increase educational and outreach activities in Hidalgo County. Consequently, our current four CSA's positions will be cross train to update the state wide registry and increase the community out reach activities in order to meet this requirement. (See attached for continuation of Justification)

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

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)

Attached is the TVFC Asst. Manager Position

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	E. Olivarez	11/21/08	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
	DEPARTMENT HEAD	DATE			
2.		11/21/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.		11/21/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.	COMMISSIONERS COURT APPROVAL	DATE			

JUSTIFICATION FOR DELETION REQUEST

The current duties performed by the vacant TVFC Asst. Manager position have been distributed to the Immunization Coordinator and TVFC Manager, thus allowing us to delete the 012-G009 position (TVFC Asst. Manager). DSHS has approved the deletion and distribution of the Asst. TVFC Manager position.

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title: Assistant TVFC Program Manager **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Functions under the supervision of the TVFC Program Manager. Assists with the general management of the TVFC Program. Assists with generating and submitting TVFC reports as required. Assists with immunization clinics. Communicates vaccine and immunization recommendations/requirements to medical professionals and the general public. Assists with other duties as assigned.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Assists with conducting TVFC quality assurance activities to Public Health Clinics and private providers;
- Assists with conducting TVFC enrollments and trainings to all enrolled private providers
- Assists with educating public health and private sector physicians and nurses on vaccine management which includes ordering, receipts, storage, packing, shipping, handling, administration, schedules, recommendations and requirements;
- Assists with educating the general public with TVFC schedules, recommendations, and requirements;
- Assists with educating and training on Imm Trac registry;
- Assists with other TVFC population based assessments.
- Assists with management of Rabies & PPD dispensing Program;
- Assist with other duties as assigned.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED plus
- Requisite education/experience to perform the duties required (e.g. nursing, public health technician, Administrative technician).

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:
- Good knowledge of the Immunization Program and the Texas Vaccines for Children Program (TVFC);
- Considerable knowledge of and ability to interpret agency rules, regulations, policies and procedures;
- Skilled in the use of desk top computer and software;
- Ability to establish and maintain effective working relationships with supervisors, co-workers, and subordinates;
- Ability to communicate effectively both orally and in writing;
- Ability to communicate and deal with health care providers and the general public.
- Maybe be required to work other than normal hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Ability to travel within the county to provide technical assistance and occasional statewide/out of state travel for training.

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 accommodation 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 speak and listen. The employee frequently is required to stand, walk: sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 50 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

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

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

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

Revised 04/01

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: Health & Human Services Dept. - Health Div. **REQUEST DATE: 11/25/2008**

DEPARTMENT NUMBER: 340 **PROGRAM NUMBER: 012**

CURRENT SLOT #: 0010

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

Community Service Aide	$20,445.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED ADJUSTMENT:

Community Service Aide II	$25,445.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Community Service Aide II	$25,445.00
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

APPROVAL HAS BEEN RECEIVED FROM THE STATE DEPARTMENT OF HEALTH SERVICES FOR THE GRANT ADJUSTMENT.

SIGNATURES

Human Resources Representative — Date: 12/4/2008

Norma G. Garcia — County Treasurer Representative — Date: 12/01/08

Budget & Management Representative — Date: 12/01/2008

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Department **DATE:** 11-18-08

CURRENT POSITION TITLE: Community Service Aide **CURRENT SLOT. #:** 012-G011

REQUESTED POSITION TITLE: Community Service Aide II
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 20,445.00 (Current Budgeted Salary) $ $25,445.00 (Proposed Budgeted Salary) $ 5,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ✓ Part Time Employee Object 114 ☐

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)

As a result of the Immunization's Program expansion, the state is requiring the department to update the state provider registry, increase TVFC providers, and increase educational and outreach activities in Hidalgo County. Consequently, our current 4 CSA's positions will be crossed trained to update the statewide registry and increase the community outreach activities. To assist in meeting this requirement, DSHS has approved the distribution of excess grant salary monies among these 4 CSA's positions.

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

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

See Attached Job Description

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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 11/21/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/21/2008	BUDGET PROCEDURES COMPLETED	☑ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Community Service Aide	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs duties under the supervision of the TVFC Program Coordinator & DON. Conducts assigned immunization audits in assigned childcare facilities, Head Start Centers, and Private & Public Schools. Assists with annual assessments (CASA) as assigned. Assists with investigation of vaccine-preventable disease and other Immunization tasks as assigned. Assists with TVFC consumer information activities. Assists in updating the state wide immunization registry as assigned. Assists with Immunization clinics. Assists with other duties as assigned.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Conducts assigned immunization audits in assigned child care facilities and schools
- Assists with clinic assessments software applications (CASA) as assigned
- Assists with investigation of vaccine-preventable diseases and suspected Hept. B infections in pregnant women
- Assists with follow-up on the non-reactive rubella referrals
- Assists with TVFC consumer information activities.
- Assists in updating the state wide immunization registry by using a variety of established methods to parents/provides i.e., phone, fax, face to face. Also, will resolve questionable matches in Imm Trac.
- Assists LVN with service delivery activities
- Assists with other TVFC program tasks as assigned
- Performs other duties assigned.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED
- Technical school certificate or experience in similar work

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:
- Bilingual English-Spanish required
- Able to perform duties in assigned areas
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

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 accommodation 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 speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

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

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

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Community Service Aide II	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs duties under the supervision of the TVFC Program Coordinator & DON. Conducts assigned immunization audits in assigned childcare facilities, Head Start Centers, and Private & Public Schools. Assists with annual assessments (CASA) as assigned. Assists with investigation of vaccine-preventable disease and other Immunization tasks as assigned. Assists with TVFC consumer information activities. Assists in updating the state wide immunization registry as assigned. Assists with Immunization clinics. Assists with other duties as assigned.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Conducts assigned immunization audits in assigned child care facilities and schools
- Assists with clinic assessments software applications (CASA) as assigned
- Assists with investigation of vaccine-preventable diseases and suspected Hept. B infections in pregnant women
- Assists with follow-up on the non-reactive rubella referrals
- Assists with TVFC consumer information activities.
- Assists in updating the state wide immunization registry by using a variety of established methods to parents/provides i.e., phone, fax, face to face. Also, will resolve questionable matches in Imm Trac.
- Assists LVN with service delivery activities
- Assists with other TVFC program tasks as assigned
- Assists with educational and community outreach activities.
- Educates and trains on Imm Trac registry.
- Assists with other TVFC population based assessments.
- Performs other duties assigned.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED
- Technical school certificate or experience in similar work

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:
- Bilingual English-Spanish required
- Able to perform duties in assigned areas
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

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

accommodation 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 speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

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

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

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: Health & Human Services Dept. - Health Div. **REQUEST DATE: 11/25/2008**

DEPARTMENT NUMBER: 340 **PROGRAM NUMBER: 012**

CURRENT SLOT #: 0011

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

Community Service Aide	$20,445.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED ADJUSTMENT:

Community Service Aide II	$25,445.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Community Service Aide II	$25,445.00
Classification/Position Title	**Pay Grade/Salary**

COMMENTS: APPROVAL HAS BEEN RECEIVED FROM THE STATE DEPARTMENT OF HEALTH SERVICES FOR THE GRANT ADJUSTMENT.

SIGNATURES

Human Resources Representative	Date 12/4/2008
County Treasurer Representative	Date 12/01/08
Budget & Management Representative	Date 12/01/2008

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Department

DATE: 11-18-08

CURRENT POSITION TITLE: Community Service Aide

CURRENT SLOT. #: 012-G010

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 20,445.00 (Current Budgeted Salary) $ $25,445.00 (Proposed Budgeted Salary) $ 5,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

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)

As a result of the Immunization's Program expansion the state is requiring the department to update the state provider registry, increase TVFC providers, and increase educational and outreach activities in Hidalgo County. Consequently, our current 4 CSA's positions will be crossed trained to update the statewide registry and increase the community outreach activities, to assist in meeting this requirement. DSHS has approved the distribution of excess grant salary monies among these 4 CSA's positions.

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

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

See Attached Job Description

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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 11/21/2008	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/21/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Community Service Aide	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs duties under the supervision of the TVFC Program Coordinator & DON. Conducts assigned immunization audits in assigned childcare facilities, Head Start Centers, and Private & Public Schools. Assists with annual assessments (CASA) as assigned. Assists with investigation of vaccine-preventable disease and other Immunization tasks as assigned. Assists with TVFC consumer information activities. Assists in updating the state wide immunization registry as assigned. Assists with Immunization clinics. Assists with other duties as assigned.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Conducts assigned immunization audits in assigned child care facilities and schools
- Assists with clinic assessments software applications (CASA) as assigned
- Assists with investigation of vaccine-preventable diseases and suspected Hept. B infections in pregnant women
- Assists with follow-up on the non-reactive rubella referrals
- Assists with TVFC consumer information activities.
- Assists in updating the state wide immunization registry by using a variety of established methods to parents/provides i.e., phone, fax, face to face. Also, will resolve questionable matches in Imm Trac.
- Assists LVN with service delivery activities
- Assists with other TVFC program tasks as assigned
- Performs other duties assigned.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED
- Technical school certificate or experience in similar work

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:
- Bilingual English-Spanish required
- Able to perform duties in assigned areas
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

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 accommodation 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 speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

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

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

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Community Service Aide II	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs duties under the supervision of the TVFC Program Coordinator & DON. Conducts assigned immunization audits in assigned childcare facilities, Head Start Centers, and Private & Public Schools. Assists with annual assessments (CASA) as assigned. Assists with investigation of vaccine-preventable disease and other Immunization tasks as assigned. Assists with TVFC consumer information activities. Assists in updating the state wide immunization registry as assigned. Assists with Immunization clinics. Assists with other duties as assigned.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Conducts assigned immunization audits in assigned child care facilities and schools
- Assists with clinic assessments software applications (CASA) as assigned
- Assists with investigation of vaccine-preventable diseases and suspected Hept. B infections in pregnant women
- Assists with follow-up on the non-reactive rubella referrals
- Assists with TVFC consumer information activities.
- Assists in updating the state wide immunization registry by using a variety of established methods to parents/provides i.e., phone, fax, face to face. Also, will resolve questionable matches in Imm Trac.
- Assists LVN with service delivery activities
- Assists with other TVFC program tasks as assigned
- Assists with educational and community outreach activities.
- Educates and trains on Imm Trac registry.
- Assists with other TVFC population based assessments.
- Performs other duties assigned.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED
- Technical school certificate or experience in similar work

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:
- Bilingual English-Spanish required
- Able to perform duties in assigned areas
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

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

accommodation 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 speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

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

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

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: Health & Human Services Dept. - Health Div. **REQUEST DATE: 11/25/2008**

DEPARTMENT NUMBER: 340 **PROGRAM NUMBER: 012**

CURRENT SLOT #: 0012

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

Classification/Position Title	Pay Grade/Salary
Community Service Aide	$20,445.00

REQUESTED ADJUSTMENT:

Classification/Position Title	Pay Grade/Salary
Community Service Aide II	$25,445.00

COMMITTEE RECOMMENDATION

Classification/Position Title	Pay Grade/Salary
Community Service Aide II	$25,445.00

COMMENTS:

APPROVAL HAS BEEN RECEIVED FROM THE STATE DEPARTMENT OF HEALTH SERVICES FOR THE GRANT ADJUSTMENT.

SIGNATURES

Human Resources Representative	Date 12/4/2008
Norma G. Garcia County Treasurer Representative	Date 12/01/08
Budget & Management Representative	Date 12/01/2008

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Department **DATE:** 11-18-08

CURRENT POSITION TITLE: Community Service Aide **CURRENT SLOT. #:** 012-G012

REQUESTED POSITION TITLE: Community Service Aide II
(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: $ 20,445.00 (Current Budgeted Salary) $ $25,445.00 (Proposed Budgeted Salary) $ 5,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

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)

As a result of the Immunization's Program expansion, the state is requiring the department to update the state provider registry, increase TVFC providers, and increase educational and outreach activities in Hidalgo County. Consequently, our current 4 CSA's positions will be cross trained to update the statewide registry and increase the community outreach activities, to assist in meeting this requirement. DSHS has approved the distribution of excess grant salary monies among these 4 CSA's positions.

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

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

See Attached Job Description

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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	11-13-08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/21/2008 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/24/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Community Service Aide	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs duties under the supervision of the TVFC Program Coordinator & DON. Conducts assigned immunization audits in assigned childcare facilities, Head Start Centers, and Private & Public Schools. Assists with annual assessments (CASA) as assigned. Assists with investigation of vaccine-preventable disease and other Immunization tasks as assigned. Assists with TVFC consumer information activities. Assists in updating the state wide immunization registry as assigned. Assists with Immunization clinics. Assists with other duties as assigned.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Conducts assigned immunization audits in assigned child care facilities and schools
- Assists with clinic assessments software applications (CASA) as assigned
- Assists with investigation of vaccine-preventable diseases and suspected Hept. B infections in pregnant women
- Assists with follow-up on the non-reactive rubella referrals
- Assists with TVFC consumer information activities.
- Assists in updating the state wide immunization registry by using a variety of established methods to parents/provides i.e., phone, fax, face to face. Also, will resolve questionable matches in Imm Trac.
- Assists LVN with service delivery activities
- Assists with other TVFC program tasks as assigned
- Performs other duties assigned.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED
- Technical school certificate or experience in similar work

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:
- Bilingual English-Spanish required
- Able to perform duties in assigned areas
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

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 accommodation 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 speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

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

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

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Community Service Aide II	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs duties under the supervision of the TVFC Program Coordinator & DON. Conducts assigned immunization audits in assigned childcare facilities, Head Start Centers, and Private & Public Schools. Assists with annual assessments (CASA) as assigned. Assists with investigation of vaccine-preventable disease and other Immunization tasks as assigned. Assists with TVFC consumer information activities. Assists in updating the state wide immunization registry as assigned. Assists with Immunization clinics. Assists with other duties as assigned.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Conducts assigned immunization audits in assigned child care facilities and schools
- Assists with clinic assessments software applications (CASA) as assigned
- Assists with investigation of vaccine-preventable diseases and suspected Hept. B infections in pregnant women
- Assists with follow-up on the non-reactive rubella referrals
- Assists with TVFC consumer information activities.
- Assists in updating the state wide immunization registry by using a variety of established methods to parents/provides i.e., phone, fax, face to face. Also, will resolve questionable matches in Imm Trac.
- Assists LVN with service delivery activities
- Assists with other TVFC program tasks as assigned
- Assists with educational and community outreach activities.
- Educates and trains on Imm Trac registry.
- Assists with other TVFC population based assessments.
- Performs other duties assigned.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED
- Technical school certificate or experience in similar work

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:
- Bilingual English-Spanish required
- Able to perform duties in assigned areas
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

PHYSICAL DEMANDS:
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accommodation 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 speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
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IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

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

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

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: Health & Human Services Dept. - Health Div. **REQUEST DATE: 11/25/2008**

DEPARTMENT NUMBER: 340 **PROGRAM NUMBER: 012**

CURRENT SLOT #: 0013

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

Community Service Aide	$20,445.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED ADJUSTMENT:

Community Service Aide II	$25,445.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Community Service Aide II	$25,445.00
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

APPROVAL HAS BEEN RECEIVED FROM THE STATE DEPARTMENT OF HEALTH SERVICES FOR THE GRANT ADJUSTMENT.

SIGNATURES

Human Resources Representative	Date 12/4/2008
Norma G. Garcia County Treasurer Representative	Date 12/01/08
Budget & Management Representative	Date 12/01/2008

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Department **DATE:** 11-18-08

CURRENT POSITION TITLE: Community Service Aide **CURRENT SLOT. #:** 012-G013

REQUESTED POSITION TITLE: Community Service Aide II
(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: $ 20,445.00 (Current Budgeted Salary) $ $25,445.00 (Proposed Budgeted Salary) $ 5,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

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)

As a result of the Immunization's Program expansion the state is requiring the department to update the state provider registry; increase TVFC providers and increase educational and outreach activities in Hidalgo County. Consequently, our current 4 CSA's positions will be crossed trained to update the statewide registry and increase the community outreach activities, to assist in meeting this requirement. DSHS has approved the distribution of excess grant salary monies among these 4 CSA's positions.

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

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

See Attached Job Description

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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	11-19-08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/21/2008 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/21/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Community Service Aide	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs duties under the supervision of the TVFC Program Coordinator & DON. Conducts assigned immunization audits in assigned childcare facilities, Head Start Centers, and Private & Public Schools. Assists with annual assessments (CASA) as assigned. Assists with investigation of vaccine-preventable disease and other Immunization tasks as assigned. Assists with TVFC consumer information activities. Assists in updating the state wide immunization registry as assigned. Assists with Immunization clinics. Assists with other duties as assigned.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Conducts assigned immunization audits in assigned child care facilities and schools
- Assists with clinic assessments software applications (CASA) as assigned
- Assists with investigation of vaccine-preventable diseases and suspected Hept. B infections in pregnant women
- Assists with follow-up on the non-reactive rubella referrals
- Assists with TVFC consumer information activities.
- Assists in updating the state wide immunization registry by using a variety of established methods to parents/provides i.e., phone, fax, face to face. Also, will resolve questionable matches in Imm Trac.
- Assists LVN with service delivery activities
- Assists with other TVFC program tasks as assigned
- Performs other duties assigned.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED
- Technical school certificate or experience in similar work

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:
- Bilingual English-Spanish required
- Able to perform duties in assigned areas
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

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 accommodation 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 speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

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

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

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Community Service Aide II	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs duties under the supervision of the TVFC Program Coordinator & DON. Conducts assigned immunization audits in assigned childcare facilities, Head Start Centers, and Private & Public Schools. Assists with annual assessments (CASA) as assigned. Assists with investigation of vaccine-preventable disease and other Immunization tasks as assigned. Assists with TVFC consumer information activities. Assists in updating the state wide immunization registry as assigned. Assists with Immunization clinics. Assists with other duties as assigned.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Conducts assigned immunization audits in assigned child care facilities and schools
- Assists with clinic assessments software applications (CASA) as assigned
- Assists with investigation of vaccine-preventable diseases and suspected Hept. B infections in pregnant women
- Assists with follow-up on the non-reactive rubella referrals
- Assists with TVFC consumer information activities.
- Assists in updating the state wide immunization registry by using a variety of established methods to parents/provides i.e., phone, fax, face to face. Also, will resolve questionable matches in Imm Trac.
- Assists LVN with service delivery activities
- Assists with other TVFC program tasks as assigned
- Assists with educational and community outreach activities.
- Educates and trains on Imm Trac registry.
- Assists with other TVFC population based assessments.
- Performs other duties assigned.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED
- Technical school certificate or experience in similar work

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:
- Bilingual English-Spanish required
- Able to perform duties in assigned areas
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

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

accommodation 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 speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

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

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

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

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, November 25, 2008

Agenda Item: AI-12542

Summary of request/proposal:

Approval to delete one (1) vacant regular full-time TVFC Assistant Manager position, slot no. 340-012-0009 budgeted at $22,942.00 per year. Approval to reclassify four (4) Community Service Aide positions, budgeted salary $20,445.00 each to Community Service Aide II, proposed salary $25,445.00 each, effective next full pay period.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1293	TVFC Assistant Manager	0009	113	22,942.00	0.00	-22,942.00
1293	Community Service Aide II	0010	113	20,445.00	25,445.00	5,000.00
1293	Community Service Aide II	0011	113	20,445.00	25,445.00	5,000.00
1293	Community Service Aide II	0012	113	20,445.00	25,445.00	5,000.00
1293	Community Service Aide II	0013	113	20,445.00	25,445.00	5,000.00
						-2,942.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1293-441-00-340-012-9	113	IMM DIV LOCAL -	PERM F/T EMPL	(89.83)
8-1293-441-00-340-012-9	211	IMM DIV LOCAL -	HEALTH INSURANCE	(127.15)
8-1293-441-00-340-012-9	212	IMM DIV LOCAL -	LIFE INSURANCE	(1.01)
8-1293-441-00-340-012-9	220	IMM DIV LOCAL -	FICA	(6.87)
8-1293-441-00-340-012-9	230	IMM DIV LOCAL -	RETIREMENT	(7.89)
8-1293-441-00-340-012-9	250	IMM DIV LOCAL -	UNEMPLOYMENT COM	(0.45)
8-1293-441-00-340-012-9	260	IMM DIV LOCAL -	WORKER'S COMP	(1.59)
			2008 Budgetary Impact	(234.79)

2009 Budgetary Impact: **(7,623.15)**

Possible Funding Sources: General Fund/Co. Wide Contingency

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1293-441-00-340-012-9
IMM DIV LOCAL

AI-12542

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	TVFC EDUCATOR	$38,110.00	$0.00	$38,110.00	0.04	$1,524.00	$0.00	$39,634.00	$39,634.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,634.00
G002	113	TVFC MANAGER	$34,130.00	$0.00	$34,130.00	0.04	$1,365.00	$0.00	$35,495.00	$35,495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,495.00
0003	113	IMMTRAC/PICS OUTREACH SPECIALIST	$26,300.00	$0.00	$26,300.00	0.04	$1,052.00	$0.00	$27,352.00	$27,352.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,352.00
0004	113	IMMTRAC/PICS OUTREACH SPECIALIST	$26,300.00	$0.00	$26,300.00	0.04	$1,052.00	$0.00	$27,352.00	$27,352.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,352.00
0005	113	IMMTRAC/PICS OUTREACH SPECIALIST	$26,300.00	$0.00	$26,300.00	0.04	$1,052.00	$0.00	$27,352.00	$27,352.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,352.00
G006	113	LVN	$25,838.00	$0.00	$25,838.00	0.04	$1,034.00	$0.00	$26,872.00	$26,872.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,872.00
G007	113	LVN	$25,838.00	$0.00	$25,838.00	0.04	$1,034.00	$0.00	$26,872.00	$26,872.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,872.00
G008	113	LVN	$25,838.00	$0.00	$25,838.00	0.04	$1,034.00	$0.00	$26,872.00	$26,872.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,872.00
		DELETE														
~~G009~~	~~113~~	~~ASST TVFC MGR~~	~~$21,990.00~~	~~$0.00~~	~~$21,990.00~~	~~0.043306~~	~~$952.00~~	~~$0.00~~	~~$22,942.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		S/B COMMUNITY SERVICE AIDE II						S/B 5,000.00	S/B $25,445.00							
G010	113	COMMUNITY SERVICE AIDE	$19,516.00	$0.00	$19,516.00	0.047617	$929.00	~~$0.00~~	~~$20,445.00~~	$20,445.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,445.00
		S/B COMMUNITY SERVICE AIDE II						S/B 5,000.00	S/B $25,445.00							
G011	113	COMMUNITY SERVICE AIDE	$19,516.00	$0.00	$19,516.00	0.047617	$929.00	~~$0.00~~	~~$20,445.00~~	~~$20,445.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$20,445.00
		S/B COMMUNITY SERVICE AIDE II						S/B 5,000.00	S/B $25,445.00							
G012	113	COMMUNITY SERVICE AIDE	$19,516.00	$0.00	$19,516.00	0	$929.00	~~$0.00~~	~~$20,445.00~~	$20,445.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,445.00
		S/B COMMUNITY SERVICE AIDE II						S/B 5,000.00	S/B $25,445.00							
G013	113	COMMUNITY SERVICE AIDE	$19,516.00	$0.00	$19,516.00	0	$929.00	~~$0.00~~	~~$20,445.00~~	$20,445.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,445.00
			$328,708.00	$0.00	$328,708.00		$13,815.00	$20,000.00	$339,581.00	$319,581.00	$0.00	$0.00	$0.00	$0.00	$0.00	$319,581.00

Deletion of Asst TVFC Manager position, slot no. G009 and reclassification of four (4) Community Service Aide positions to Community Service Aide II pending CC approval.

Lydia Serna

From: Garcia, Janie [Janie.Garcia@dshs.state.tx.us]
Sent: Tuesday, November 04, 2008 10:33 AM
To: lydia.serna@hchd.org
Cc: Bennett, Debbie; Schlabach, Amy; Tucker, Sheila
Subject: Contract Revision Request for Hidalgo County H.D.

Ms. Serna:

The Immunization Branch approved your request to delete the TVFC Assistant Manager position and re-distribute the salary savings among the current four Community Service Aid positions.

Since your total contract amount is more than $100,000 and the cumulative budget line item transfer requested by Hidalgo County is less than 10% of your total contract amount a fully executed CRR is not necessary. Please consider this email as DSHS approval to decrease the Personnel category by $3,334 and increase the Fringe Benefit category by the same amount. The total budget amount for FY2009 remains unchanged.

Thank you for your assistance. Please do not hesitate to call if you have any questions or concerns.

Janie Garcia, Contract Manager
Procurement and Management Branch
Contract Management Unit (CMU)
Telephone 512-458-7111 extension 6430
Fax (512) 458-7391
Janie.Garcia@dshs.state.tx.us

DATE: November 19, 2008

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 8-1293-441-00-340-012-9 (Immunization Grant)

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 (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
8-1293-441-00-340-012-9-113	Salary F/T Employee	$ (3,334.00)
8-1293-441-00-340-012-9-211	Health Insurance	$ 3,334.00
	TOTAL BUDGET	$ -

INCREASE REQUEST $

Revenue Account #

REASON: Implement amended Immunization Grant Budget for the period 9/1/2008 - 8/31/2009.

There are no areas in my current budget to reduce in order to fund the above mentioned items.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-12567 **7.A.**

Home Rehab contracts

CC REGULAR

Date:	12/09/2008
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (2) units in the City of Elsa in the amount of $75,000.00 to GMH Construction.
2. (1) unit in the City of Progreso in the amount of $41,880.00 to G & G Contractors.
3. (1) unit in the City of Alamo in the amount of $37,500.00 to De Leon Construction.
4. (1) unit in the City of Mercedes in the amount of $47,000.00 to J.D. Villarreal.
5. (1) unit in the Countywide area in the amount of $48,000.00 to Rolando's General Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on September 30, 2008 & July 1, 2008. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, November 26, 2008.

Fiscal Impact

Attachments

Link: Bid Tabulation

Link: Contract- Home Rehab

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/02/2008 03:45 PM	APRV
2	Veronica Lopez	Veronica Lopez	12/04/2008 10:00 AM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:38 PM	APRV
4	Purchasing Department	Marty Salazar	12/04/2008 10:51 PM	APRV

Form Started By: Estella Webber — Started On: 12/02/2008 03:26 PM

Final Approval Date: 12/04/2008

Housing Rehab Program

ENTITY: City of Elsa

PROJECT: Bid Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since July 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Maria D. Alvarado	Total Annual household income:	$ 7,716.00
	HUD Income Limits (family of 1):	$ 24,450.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$37,500.00
	Contractor:	GMH Construction
	Precinct:	**#1**
	Center siding on Concrete foundation	
Existing Dwelling:	4 bedrooms frame home, built in 1966.	

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Elsa

PROJECT: Bid Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since October 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Francisco & Nancy Lee Segura	Total Annual household income:	$ 11,712.00
	HUD Income Limits (family of 3):	$ 31,400.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$37,500.00
	Contractor:	GMH Construction
	Precinct:	**#1**
	Center siding on Concrete foundation	
Existing Dwelling:	3 bedrooms frame home, built in 1973.	

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Progreso

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The Family has been on the waitlist since November 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Rosendo & Albesa Tienda	Total annual household income:	$ 11,712.00
	HUD Income Limits (family of 2):	$ 27,900.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$41,880.00
	Contractor:	G & G Contractors
	Precinct:	**#1**
	Center siding on Concrete foundation	
Existing Dwelling:	2 bedrooms frame home, built in 1963.	

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Alamo

PROJECT: Bid Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:
The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since October 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Noe & Josephine Contreras	Total Annual household income:	$ 15,108.00
	HUD Income Limits (family of 2):	$ 27,900.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$37,500.00
	Contractor:	De Leon Construction
	Precinct:	**#2**
	Center siding on Concrete foundation	
Existing Dwelling:	2 bedrooms frame home, built in 1983.	

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Mercedes

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since March 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Maria B. Muniz	Total annual household income:	$ 7,956.00
	HUD Income Limits (family of 3):	$ 31,400.00
	Pay Back:	Yes- Partial pay back due to the family requested an additional bedroom
	Total Living Area:	1242
	Bedrooms:	3
	Bid Amount:	$47,000.00
	Contractor:	J.D. Villarreal
	Precinct:	**#1**
	Cement siding on concrete foundation	
Existing Dwelling:	4 bedrooms frame home, built in 1971.	

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since June 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Martiniano & Marcelina Colmenares	Total annual household income:	$ 23,763.60
	HUD Income Limits (family of 5):	$ 37,700.00
	Pay Back:	No
	Total Living Area:	1242
	Bedrooms:	3
	Bid Amount:	$48,000.00
	Contractor:	Rolando's General Construction
	Precinct:	**#1**
	Center siding on Concrete foundation	
Existing Dwelling:	3 bedrooms frame home, built in 1999.	

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

AI-12557 **8.A.**

Rio Grande Regional Water Authority

CC REGULAR

Date:	12/09/2008
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation, discussion, and possible action on the El Morillo Drain Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: El Murillo Drain

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/02/2008 09:10 AM	APRV
2	Erika Reyna	Erika Reyna	12/05/2008 09:49 AM	APRV
3	Auditor's Office	Becky Morales	12/05/2008 03:53 PM	APRV
4	Purchasing Department	Marty Salazar	12/05/2008 04:32 PM	APRV

Form Started By: Roxanne De La Garza Started On: 12/02/2008 08:50 AM

Final Approval Date: 12/05/2008

RGRWA
RIO GRANDE REGIONAL WATER AUTHORITY

RECEIVED
NOV 26 2008
COUNTY JUDGE

BOARD OF DIRECTORS

County Appointments

John Bruciak
Cameron County

***Jim Darling, President*
Hidalgo County

Ricardo Gutierrez
Starr County

Fitzgerald G. Sanchez
Webb County

Frank Torres
Willacy County

Karran Westerman
Zapata County

Gubernatorial Appointments

***Joe Barrera, III, Secretary-Treasurer*
Irrigation District

Wayne Halbert
Irrigation District

***Sonia Kaniger, Vice-President*
Irrigation District

Paul Heller
Irrigation District

Jimmie Steidinger
Irrigation District

Glenn Wilde
Irrigation District

Frank "Jo Jo" White
Irrigation District

Bobby Sparks
Irrigation District

Sonny Hinojosa
Irrigation District

Brian Macmanus
Water Supply Corporation

D.V. Guerra
Public

Vacant
Municipal

*** = Executive Committee*

November 25, 2008

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

Re: Request to be Placed on Commissioners Court Agenda

Dear Judge Salinas:

In follow-up to our earlier correspondence (attached) I am requesting, on behalf of the Rio Grande Regional Water Authority (RGRWA), to be placed on the December 9th Commissioners Court Agenda. At this meeting we will provide an update on the El Morillo Drain and brief the Court on the transfer of responsibility from the Lower Rio Grande Water Committee, Inc. to the RGRWA.

Thank you for consideration of this request and please contact me should there be any questions.

Sincerely,

Kenneth N. Jones, Jr.

cc: Raul Lozano, Hidalgo County
Jim Darling, President RGRWA
Sonny Hinojosa, President Lower Rio Grande Water Committee, Inc.

Administrative Agent: Lower Rio Grande Valley Development Council, Kenneth N. Jones, Executive Director
311 North 15th Street – McAllen, Texas 78501-4705
Telephone: 956-682-3481 Fax: 956-631-4670

RGRWA
RIO GRANDE REGIONAL WATER AUTHORITY

BOARD OF DIRECTORS

County Appointments

John Bruciak
Cameron County

***Jim Darling, President*
Hidalgo County

Ricardo Gutierrez
Starr County

Fitzgerald G. Sanchez
Webb County

Frank Torres
Willacy County

Karran Westerman
Zapata County

Gubernatorial Appointments

***Joe Barrera, III, Secretary-Treasurer*
Irrigation District

Wayne Halbert
Irrigation District

***Sonia Kaniger, Vice-President*
Irrigation District

Paul Heller
Irrigation District

Jimmie Steidinger
Irrigation District

Glenn Wilde
Irrigation District

Frank "Jo Jo" White
Irrigation District

Bobby Sparks
Irrigation District

Sonny Hinojosa
Irrigation District

Brian Macmanus
Water Supply Corporation

D.V. Guerra
Public

Vacant
Municipal

*** = Executive Committee*

October 16, 2008

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

Re: El Morillo Drain

Dear Judge Salinas:

As you know, Hidalgo County has been providing much needed financial support to meet the required United States local match supporting the El Morillo Drain. This diversion canal, completed in 1969 is a critical and joint International Project between the United States and Mexico constructed and maintained for the improvement of the Water Quality in the Lower Rio Grande.

On behalf of the Lower Rio Grande Water Committee, Inc. and the Rio Grande Regional Water Authority we thank you and the Commissioners Court for the continued support of this project. Since the adoption of the attached resolution by the Commissioners Court in 1972, the Lower Rio Grande Water Committee, Inc. has been the single point of contact with Hidalgo County and the USIBWC regarding past county contributions with reference to local match obligations outlined within 1966 Public Law 89-584.

With the recent Governor and County Appointments to the Board of Directors, the Rio Grande Regional Water Authority (RGRWA) is actively progressing towards meeting its legislative mandate to address Regional water related projects. In recognition of the RGRWA's progress the Lower Rio Grande Water Committee, Inc. has recently transferred its past El Morillo Drain responsibility to the RGRWA.

Administrative Agent: Lower Rio Grande Valley Development Council, Kenneth N. Jones, Executive Director
311 North 15th Street – McAllen, Texas 78501-4705
Telephone: 956-682-3481 Fax: 956-631-4670

On behalf of both groups, Dr. Coulter and I are requesting to be placed on a future Commissioners Court agenda regarding this transfer of responsibility; to thank the Court for the past support; and renew our partnership with the County in meeting the future needs of El Morillo Drain.

Thank you for consideration of this request, and for scheduling purposes please contact Ken Jones, LRGVDC (682-3481) regarding potential dates that we may appear before the Commissioners Court.

Sincerely,

Joseph B Coulter, DVM
President, Lower Rio Grande Water Committee, Inc.

Jim Darling,
President, RGRWA

AI-12593 **9.A.**

Cell Phone Replacement

CC REGULAR

Date:	12/09/2008
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	Planning Department

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (for replacement of lost 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:
Planning Department	Angel Pedroza	IC 502	$50.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-419-10-210-001-0-664

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

BUDGETARY IMPACT:

Available balance is $150.29 as of 12/4/08.

Attachments

Link: Cell Phone Replacement

Link: ins. deductible

Link: ins. deductible

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/03/2008 03:11 PM	APRV
2	Dale Kennan	Dale Kennan	12/04/2008 01:31 PM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:41 PM	APRV
4	Dina Trevino	Dina Trevino	12/05/2008 09:24 AM	APRV
5	Dale Kennan	Dale Kennan	12/05/2008 02:12 PM	APRV
6	Linda Fong		12/05/2008 05:03 PM	NEW

Form Started By: Griselda Salazar Started On: 12/03/2008 02:57 PM

Final Approval Date: 12/05/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☐ Delete Service
XX Other replacing telephone(ic 502) See Attached Memo Phone number(956)648-7605

(2) Requesting employee/position: Planning Inspector II

Employee ID #: 140872 Office: _____ **Budget Acct. #:** 8-1100-419-10-210-001-0-664

(3) Type of duties:

XXOffsite duties XXOn-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used: We currently conduct approx. 4,000 field inspections per year & find it necessary to communicate with the applicant & our office to locate site(s) or to clarify requests. Currently my inspectors utilize their personal cellular phones when communicating with the applicant on issues that arise in the field.

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	XX BE1000	☐ Data Plan	☐ Equipment Type	☐ Equipment Cost
Plan Cost	$____	$55.00	$55.00		$____

(6) Will phone be used outside of the County of Hidalgo No. If yes indicate where and how frequently _____

(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 ↑
	Raul E. Sesin	12-3-08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

The Equipment Replacement Program is underwritten by Continental Casualty Company, a CNA company, and administered by Asurion Protection Services, LLC a licensed agent of CNA. With an advanced software system and state of the art call center, Asurion can respond to your replacement requests quickly so you can be back in touch with the people you need to reach.

Program enrollment and repair or replacement authorization shall be at the sole discretion of CNA, the program administrator or any other authorized representative of CNA, in accordance with the terms of the Coverage Certificate and applicable law.

The included Coverage Certificate is the entire agreement between the insurer and you. Please refer to the Coverage Certificate for complete terms and conditions of the coverage provided. For questions or to obtain a full size copy of the Insurance Coverage Certificate, please contact:

Asurion Protection Services, LLC
Asurion Protection Services Insurance Agency, LLC
Customer Care
P.O. Box 411605
Kansas City, MO 64141-1605
CA License #OD63161
1-800-584-3666
www.asurion.com

CNA

asurion
Our passion is your peace of mind®

sprint.com

Sprint

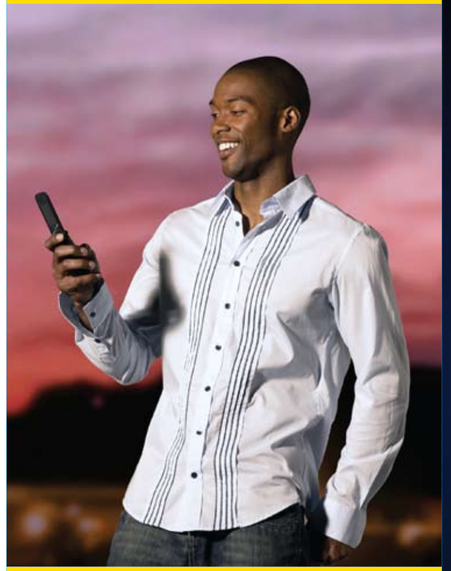
FOCUS on driving

The Nextel National Network reaches over 274 million people. The Nationwide Sprint Network reaches over 262 million people. © 2008 Sprint. All rights reserved. SPRINT, the Sprint logo, and other trademarks are trademarks of Sprint Nextel. All other product or service names are property of their respective owners. All rights reserved.

JY8004-2460

asurion

Equipment Replacement Program



Protect your Sprint or Nextel phone or smart device against loss, theft, liquid or physical damage.

Program is underwritten by Continental Casualty Company.
A service provided by Asurion for customers of Sprint.

Accidents happen. We'll be there.

The Equipment Replacement Program covers the replacement of equipment should your Sprint or Nextel phone, smart device or connection card be lost, stolen or have liquid or physical damage.

Equipment Replacement Program Details

Complete terms and conditions are included in this brochure.

Monthly Premium:	$4.00* per month per device (when purchased as a stand alone product)
Deductible:	$50 non-refundable deductible per approved claim
Claim Limits:	Three claims within any consecutive 12 months with a maximum of $1,000 per claim
Replacement Equipment:	• Claims may be fulfilled with new or refurbished equipment • If your same make and model is not available, a comparable model will be substituted • Color, features and accessory compatibility are not guaranteed
Covered Incidents:	Loss, Theft, Physical or Liquid Damage and resulting Corrosion and Fire or Lightning Damage
Cancellation Policy:	You may cancel your optional coverage at any time and receive a pro-rated credit of your unused premium

Broad coverage

The Equipment Replacement Program is insurance underwritten by Continental Casualty Company, a CNA Company, and administered by Asurion.

Equipment covered:

> *Eligible Sprint or Nextel phone or smart device. Claimed device must be active on Sprint or Nextel Network at time of loss. Standard battery and standard battery charger are covered only if part of a loss to the covered equipment.*

or

> *Sprint Connection Card.™ Claimed device must be active on the Sprint Network at time of loss.*

* *Includes billing fees paid to Sprint and administration fees paid to Asurion.*

To enroll:

*You can enroll in the Equipment Replacement Program when you activate or upgrade your Sprint or Nextel device. To enroll within 30 days of activation or upgrade, ask an Associate or call **1.800.584.3666**. Devices are only eligible for enrollment within 30 days of activation or upgrade.*

To file a claim:

> *Call Asurion Customer Care at **1.800.584.3666**.*
> *File your claim within 60 days of loss.*
> *If your Sprint or Nextel device is lost or stolen, contact Sprint immediately at **1.888.211.4PCS(4727)** to suspend your service.*
> *Pay a $50 non-refundable deductible per approved claim.*
> *If your device is damaged or later found, it must be returned, or pay the non-returned equipment charge applicable to the model of damaged device. You can avoid this charge by simply returning the covered property as directed. We will mail you the necessary shipping material to return the damaged device.*

Once a claim is approved by Asurion and you have paid the $50 non-refundable deductible, your device will be replaced quickly and easily. You will be shipped the same or comparable equipment, of like kind and quality, with similar features as your original equipment.

Duplication of coverage

The included Coverage Certificate may provide a duplication of coverage already provided by a consumer's personal auto insurance policy, homeowners' insurance policy, personal liability insurance policy or other source of coverage.

Optional

The Equipment Replacement Program is an optional insurance coverage that you are not required to purchase in order to purchase services or equipment.

Associate qualifications

*Unless otherwise licensed, Sprint associates are not qualified or authorized to evaluate the adequacy of your existing insurance coverages. Questions regarding this program should be directed to CNA's licensed agent, Asurion Protection Services, LLC at **1.800.584.3666**.*

Cancellation

If you decide to enroll in the Equipment Replacement Program, you may cancel your coverage at any time and may receive a refund of any unearned premium due in accordance with applicable law. Program may not be available in all states.

Customer Support

*Asurion and CNA strive to satisfy every customer and ask that you allow them the opportunity to resolve any question, concern or complaint you may have by calling **1.800.584.3666**. California residents should know that the California Department of Insurance operates a toll-free consumer hotline at 1.800.927.HELP (4357).*

***NOTE:** Any person who knowingly and with intent to injure, defraud or deceive any insurer or files a statement of claim or an application containing any false, incomplete or misleading information is guilty of insurance fraud. In Florida, such conduct is a felony of the third degree.*

THE ENCLOSED COVERAGE CERTIFICATE CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION VIII. G.

CNA

CONTINENTAL CASUALTY COMPANY
Chicago, Illinois

Commercial Inland Marine Communications Equipment Coverage Certificate

Some provisions in this Coverage Certificate ("Certificate") restrict coverage. Read this entire Certificate carefully. It sets forth each party's rights and duties and what is and is not covered.

In this Certificate, the words "you" and "your" refer to the "Insured Subscribers." The words "we", "us" and "our" refer to Continental Casualty Company, a CNA Company ("CNA"), the Illinois stock insurance company providing this insurance.

In this Certificate, the words our "authorized representative" and "lock\line" refer to lock\line, LLC except as follows: in some jurisdictions lock\line, LLC does business as lock\line Insurance Agency. In California, lock\line, LLC does business as lock\line Insurance Agency, LLC (CA license #: OD63161). In Puerto Rico "lock\line" refers to lock\line of Puerto Rico, Inc.

Other capitalized words and phrases have special meaning. Refer to Section IX. DEFINITIONS.

A copy of the policy under which this Certificate is issued is available for your inspection at www.asurion.com.

I. COVERAGE.

Subject to all of the terms and conditions of this Certificate, we agree to provide the insurance as stated in this Certificate on a month to month basis, provided that any covered damage or Loss to the Covered Property occurs while your coverage is in effect.

Information About Your Coverage

With regard to all enrollment requests including those which require a predefined Waiting Period, the coverage specified in this Certificate begins at 12:01 a.m. on the later of the date of such request or the expiration of any predefined required Waiting Period. The information pertaining to your communication equipment coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference in this Certificate and specifically includes the name and address of the Insured Subscriber and information to determine the effective date of coverage (See Section I.F).

A. WHAT WE INSURE.

We insure your Covered Property for direct physical Loss that results from a covered cause of Loss to Covered Property so long as you remain eligible for coverage. In the event of a covered Loss, our obligation under this Certificate is to repair or replace, at our sole option, the Covered Property.

B. COVERED PROPERTY.

We cover the Covered Property (as defined in Section IX. DEFINITIONS) of Insured Subscribers enrolled for coverage and on file with us or our authorized representative for direct physical Loss from a covered cause of Loss. Coverage is subject to the terms, conditions, Exclusions, and Limits of Insurance contained in this Certificate.

C. PROPERTY NOT COVERED.

The following is not covered:

1. Any property or equipment that is not Covered Property.
2. Contraband or property in the course of illegal transportation or trade.
3. Any antenna or wiring attached to, protruding from, or on the exterior of any vehicle or watercraft.
4. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
5. Personalized data such as contact lists, photos, video, and music downloads. Customized software, such as personal information managers (PIM's) ring tones, games, or screen savers.
6. Covered Accessories will only be covered when they are part of a Loss to Covered Property other than Covered Accessories.
7. Color face plates or other Non-Covered Accessories.
8. Preventive maintenance or preferential adjustments.

D. COVERED CAUSE OF LOSS.

We cover all risk of direct physical Loss to Covered Property regardless of other insurance you may have except that we do not cover those causes of Loss listed in the Exclusions (Section II).

E. PAYMENT OF PREMIUMS.

Monthly premiums will be charged monthly to your regular account with your Service Provider for transmittal to us based upon the equipment category class of your Covered Property as follows:

All Eligible Equipment Types: $4.00 ($3.00 with Total Equipment Protection coverage) per month

F. WHEN COVERAGE IS EFFECTIVE.

All coverage is effective at 12:01 A.M. on the effective date of coverage as stated herein.

Your coverage under this Certificate begins upon our approval. Upon our approval, coverage is retroactive to the date of the submission of your request for enrollment. We or our authorized representative will notify you within 20 days if your request is not approved.

Eligibility for enrollment after Initial Activation may be subject to limitation.

II. EXCLUSIONS.

We will not pay for Loss caused directly or indirectly or resulting from events, conditions or cause of Loss identified in this Section II. Such Losses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.

A. Indirect Loss, meaning: any delay; loss of market; loss of use or any other consequential loss; interruption of business, or inconvenience; an increase of Loss caused by or resulting from the delay in replacing Covered Property due to interference at the location of replacement or repair by strikers, other persons or any other cause of loss.

B. Loss due to the intentional parting of Covered Property by you or anyone entrusted with the property. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives; anyone you entrust with the property; and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.

C. Loss due to obsolescence, including technological obsolescence, of the Covered Property.

D. Loss caused by or resulting from change or enhancement in color, texture, or finish. Loss caused by or resulting from expansion, contraction, or any cosmetic damage of Covered Property, however caused. Such excluded causes of Loss include, but are not limited to, scratches, marring, and cracked displays that occur to Covered Property that do not affect the mechanical or electrical function of the Covered Property.

E. Loss caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for Loss by ensuing fire or explosion. Loss caused by or resulting from unauthorized repair or replacement.

F. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.

G. Loss caused by or resulting from use of the Covered Property in a manner for which it was not designed or intended by the manufacturer. Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.

H. Loss caused by or resulting from error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Property, or manufacturer's recall. Loss due to Mechanical and/or Electrical Failure.

I. Loss or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property) is not covered. Loss or damage to or of personalized data, such as contact lists, photos, video, and music downloads is not covered. Loss or damage to or of customized software, such as personal information managers (PIM's), ring tones, games, or screen savers is not covered. Loss or damage to or of antennas, external housings, or casings that does not affect the mechanical or electrical function of the Covered Property is not covered.

J. Loss caused by or resulting from normal wear and tear, gradual deterioration, inherent vice or latent defect.

K. Any Loss or damage caused by or through or in consequence, directly or indirectly, of Computer Virus, whether intentional or unintentional, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the covered causes of Loss insured against under this Certificate.

L. Any Loss or damage caused by or through or in consequence, directly or indirectly, of Nuclear Hazard, meaning any weapon employing atomic fission or fusion; or nuclear reaction or radiation or radioactive contamination from any other cause; but we will pay for direct physical Loss caused by resulting fire, if the fire would be covered under this Certificate. Loss caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these. Loss caused by or resulting from Governmental Action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.

III. LIMITS OF LIABILITY.

A. PER OCCURRENCE LIMITS.

A per occurrence limit of U. S. $1000, applies to each covered Loss for repair or replacement due to Loss or damage to the Covered Property for any one Insured Subscriber. For any one Loss, we will not pay for replacement equipment having a manufacturer's suggested retail value of, or for repair costs that are, more than the per occurrence limit, less the applicable deductible set forth in Section IV.

B. AGGREGATE LIMITS.

A maximum of three (3) replacements or repairs of Covered Property will be allowed per Insured Subscriber in any one twelve (12) month period. The twelve month period is calculated based on the Date of Replacement for each covered Loss.

IV. DEDUCTIBLE.

Each replacement or repair of an item of Covered Property is subject to a nonrefundable deductible per covered Loss as set forth in the deductible schedule below, which you must satisfy before we will authorize a replacement or repair.

The applicable deductible is set forth in the deductible schedule below:

Deductible Applicable to Each Replacement and Repair:	$50

NOTE: An additional nonreturned equipment charge may apply (See Section VI.F) for causes other than loss or theft if you fail to return the Covered Property as directed at the time of Loss.

V. CONDITIONS IN THE EVENT OF LOSS.

Subject to the terms and conditions set forth in this Certificate, we will make good any Loss covered under this Certificate.

Subject to the terms and conditions set forth in this Certificate, we will make good any Loss covered under this Certificate.

A. In the event of a covered Loss, we will arrange for the replacement, or at our sole option, the repair, of the Covered Property through the Authorized Service Facility.

B. An Insured Subscriber will not be entitled to receive cash in lieu of actual replacement or repair of the Covered Property.

C. Replacement equipment may, at our option, be refurbished equipment or different equipment of like kind and quality.

D. Replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment category as the Covered Property at the time of Loss.

E. Equipment failure evaluation performed by the Service Provider and/or our authorized representative and/or the manufacturer may be required prior to approval of your request for repair or replacement of the Covered Property.

VI. DUTIES IN THE EVENT OF A LOSS.

A. In the event that your Covered Property is lost or stolen, you must notify your Service Provider as soon as possible to suspend service.

B. If a claim involves a violation of law or any loss of possession, you agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.

C. You must report the Loss promptly to us not later than sixty (60) days from the date of Loss. If you do not report the Loss within sixty (60) days, you will have forfeited your claim. You must submit all claims through our authorized representative for our approval prior to repair or the delivery of replacement equipment. Any claims that are not submitted through our authorized representative for our approval will not be honored and fulfilled.

D. You will do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.

E. For Loss resulting from attempted theft, vandalism or lost equipment, you must provide us with a detailed proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the Loss is reported and prior to repair or receipt of replacement equipment.

F. If the cause of Loss is not loss or theft, you must keep the Covered Property until your claim is completed. We may require you to return the Covered Property to us at our expense. If we so direct, you must return the Covered Property to us in the return mailer we provide within ten (10) days or pay the nonreturned equipment charge applicable to the model of Covered Property that suffered the Loss. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.

G. In the event of a covered Loss, you must permit us to inspect the property and records proving the Loss. You must cooperate in the investigation of such claim. If requested, you must permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed and may be recorded.

H. In the event of a covered Loss, you may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government issued photo I.D.

I. You must provide us with all of the necessary information required to approve your claim for replacement or repair of the Covered Property within sixty (60) days of the date that you report your Loss to us. Your failure to take delivery of repaired or replacement equipment within sixty (60) days of our claim approval will result in forfeiture of the repaired or replacement equipment and your claim under this Certificate.

J. In the event of a covered Loss, you must satisfy the nonrefundable deductible applicable to the Loss.

VII. ELIGIBILITY AND CANCELLATION.

A. Cancellation or Non-renewal Provisions.

1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to our authorized representative as follows: The lock\line Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605.
2. We may cancel or non-renew this Certificate by having a written notice of cancellation or non-renewal mailed or delivered to you, and by delivering notice electronically to the Named Insured Service Provider at least:
   a. Ten (10) days before the effective date if we cancel for nonpayment of premium; or
   b. Forty-five (45) days before the effective date of cancellation or non-renewal if we cancel or non-renew for any other reason; except where longer notice is required by applicable law, in which case the appropriate timely notice will be given.

   NOTE: Continued eligibility for this insurance ceases and coverage will automatically terminate upon our 3rd replacement or repair of Covered Property during any one twelve (12) month period beginning with the Date of Replacement for the first replacement or repair. We will forward a notice of ineligibility to you, by mail, email or fax at the time of the 3rd replacement or repair. You will remain ineligible for a period of twelve (12) months commencing on the Date of Replacement for the 3rd replacement or repair. (See Section III.B).
3. Notice will be mailed or delivered to you at the last address known to us or as otherwise authorized by you.
4. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and all insurance under this Certificate will end on that date.
5. If coverage under this Certificate is cancelled, you will be refunded any unearned premium due in accordance with applicable law.
6. If cancellation or non-renewal notice is mailed, proof of mailing will be sufficient proof of notice.

B. To be and remain eligible for coverage:

1. You must have activated communications service directly with your Service Provider and be a valid, active and current subscriber of your Service Provider to be covered under the Policy. Covered Property must be actively registered on the Service Provider's network on the date of Loss and have logged airtime prior to the date of loss.
2. The Covered Property must be designated by us and eligible for coverage under this Certificate. Eligibility may be limited to new equipment that has not been previously activated for service.
3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exceeding the aggregate limit. (See Section III.B).
5. You must not be in breach of any material term of this Certificate, including, but not limited to: Failure to return damaged Covered Property when requested in conjunction with a covered Loss; or, failure to satisfy the required deductible on a covered Loss.

C. You are responsible for the payment of all premiums, per the terms of this Certificate, as listed on your account from your Service Provider.

D. The insurance provided under this Certificate is provided on a month to month term basis unless: you cease to be a valid, active and current subscriber of your Service Provider; or you or your Covered Property cease to be eligible for coverage.

VIII. ADDITIONAL CONDITIONS.

A. All claims for covered Loss under this Certificate will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to our authorized representative and satisfaction by you of your Duties in the Event of a Loss. We will ship approved replacement equipment or repaired equipment directly to you within the United States; however, we may require you to pick up your replacement or repaired equipment at an Authorized Service Facility.

B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, either may elect arbitration pursuant to Section VIII.G. below.

C. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged equipment. All Covered Property which we replace is the property of CNA and may be disabled, destroyed or reused. We will not provide replacement equipment if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior covered Loss; or, due to your failure to satisfy the non returned equipment charge or deductible on a covered Loss.

D. No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

E. If any Insured Subscriber to or for whom we honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but you may waive your rights against another party in writing:

1. Prior to a covered Loss.
2. After a covered Loss, only if, at time of Loss, that party is one of the following:
   a. someone covered under this Certificate;
   b. a business firm;
      i. owned or controlled by the Insured Subscriber; or
      ii. that owns or controls the Insured Subscriber; or
      iii. the Insured Subscriber's tenant.

   This will not restrict the Insured Subscriber's coverage.

F. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

1. This coverage;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Certificate.

G. Arbitration

The coverage provided to you by this Certificate is in connection with and related to services provided to you by your Services Provider. In order to facilitate prompt resolution of any disputes which may arise, any and all claims, disputes or controversies of any nature whatsoever, regardless of when the circumstances surrounding the dispute or controversy occurred, and regardless of whether in contract, tort, or otherwise (including statutory, common law, fraud, fraudulent inducement, other intentional tort, property and equitable claims) arising out of, relating to, or in connection or conjunction with: (1) the Certificate, or the policy under which it is

issued; (2) any activities, transactions, services or interactions of any kind involving you and us, or between you and any of our employees, agents, representatives or associated businesses in any way involving any activities, transactions, services or interactions involving or related in any way to the Certificate; or (3) the validity, scope or enforceability of this arbitration provision or the Certificate (the "Claim") shall be resolved, on an individual basis, by final and binding arbitration. All arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with its Wireless Industry Rules and Procedures (the "Arbitration Rules") in effect at the time the Claim is filed. The Arbitration Rules, as well as forms and information on arbitration in general may be obtained by calling our authorized representative, lock\line at 1-800-584-3666, or by visiting AAA's Web site at **www.adr.org**. Any arbitration which you attend will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. The Arbitration Rules provide that for claims under $10,000, we will advance the administrative fee payable to AAA and your portion of the arbitrator's fees may be waived in the

case of economic hardship. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable; it shall not invalidate the remaining portions of the arbitration provision. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction over this matter.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED BELOW OR TO HAVE A JURY TRIAL. **IN ACCORDANCE WITH THE ARBITRATION RULES, HOWEVER, YOU MAY, AT YOUR ELECTION, PURSUE AN ACTION AVAILABLE IN SMALL CLAIMS COURT IN LIEU OF ARBITRATING THE DISPUTE.**

If you are a resident of Arkansas, Kentucky, Louisiana, Massachusetts, Mississippi, Montana, South Carolina, or Virginia; or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you, the following applies: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within forty-five (45) days of the arbitrator's award you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding. Under no circumstances shall an issue be raised in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to the arbitration provision set forth above.

H. No one may bring legal action, including arbitration, against us under this Certificate unless:

1. there has been full compliance with all terms of this Coverage Certificate; and
2. the action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.

I. The coverage territory is worldwide but the cost of replacement or repair will be valued in U.S. currency at the time of replacement or repair.

J. You may not assign this Certificate without our written consent.

K. If you have a Loss to Covered Property that is part of a pair or set, we will only cover for a reasonable and fair proportion of the total value of the pair or set. We will not cover based on a Loss to the entire pair or set.

L. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: Property location or recovery services; data management or recovery services; equipment service and maintenance; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or other authorized service facilities.

M. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.

N. This Certificate contains all the agreements between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate or endorsement issued by us and made a part of this Certificate.

O. We retain the right to revise this Certificate at any time and adjust the coverage terms including the premium and the deductible. In the event of any material change in the coverage terms premium or the deductible, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in premiums, coverage terms or the deductible, you will be bound by those changes.

IX. DEFINITIONS

A. **"Authorized Service Facility"** means: The location or locations that serve as a replacement or repair facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our authorized representative.

B. **"Computer Virus"** means: Any unauthorized intrusive codes or programming that are entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupt the operations of Covered Property.

C. **"Coverage Certificate"**, **"Certificate"**, or **"Certificates"** means: This Commercial Inland Marine Communications Equipment Insurance Coverage Certificate.

D. **"Covered Accessories"** as used in this Certificate means: if part of the covered Loss, one standard battery, one standard charger, and one Subscriber Identification Module (SIM) Card (if applicable).

E. **"Covered Property"** as used in this Certificate means:

a. one Sprint or Nextel wireless phone or device, or
b. one Sprint or Nextel wireless data card,

as applicable, designated by us as eligible for coverage under this Certificate, owned or leased by you and actively registered, at the time of Loss, on the Service Provider's network for the enrolled Sprint or Nextel wireless phone number, and for which airtime has been logged. Eligibility for enrollment after Initial Activation may be subject to limitation. Covered Property is limited to one Sprint or Nextel wireless data card or, as applicable, one Sprint or Nextel wireless phone or device and its Covered Accessories, per replacement. Proof of purchase of the Covered Property may be required as a condition of replacement.

F. **"Date of Loss"** is the date on which a Loss to the Covered Property occurs.

G. **"Date of Replacement"** is the date on which replacement or repaired equipment is shipped to you, or the date on which you pick up the replacement or repaired equipment at an Authorized Service Facility, as a result of a covered Loss.

H. **"Initial Activation"** means: the time of initial activation of the Service Provider's service for the Covered Property.

I. **"Insured Subscriber"** or **"Insured Subscribers"** means: The customers of the Service Provider who

have been enrolled and accepted for coverage under this Certificate; and for whom we or our authorized representative have on file a complete description of the Covered Property; and who have, before the Date of Loss in question, paid all premiums payable with respect to the Covered Property.

J. **"Loss"** and **"Losses"** means: Accidental loss, theft, or physical damage, not including Mechanical or Electrical Failure.

K. **"Mechanical or Electrical Failure"** means: Failure of "Covered Property" to operate due to a faulty part or workmanship when operated according to the manufacturer's instructions.

L. **"Non-Covered Accessories"** as used in this Certificate means: All accessories not included in the definition of Covered Accessories.

M. **"Pollutants"** means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

N. **"Service Provider"** means: Sprint Nextel Corporation or one of its affiliates.

X. STATE CHANGES

Terms and conditions vary for Certificates issued and Insured Subscribers residing in select jurisdictions as set forth below.

Alabama: Section VIII.G. Arbitration does not apply.

Alaska: A loss may be caused by a chain of causes. If a Covered Cause of Loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a Covered Cause of Loss.

Illinois: You shall have fifteen (15) days after enrollment to determine if you wish to reject coverage provided that no claim is made during the fifteen (15) day period. Making any claim during this period of time constitutes acceptance of the coverage by you. If you notify us at the address provided below that you wish to reject coverage within this period and no claim has been made, we will rescind coverage and refund 100% of the premium paid for the term of coverage.

Iowa: Section VIII.G. Arbitration does not apply.

Kansas: Section VIII.G. Arbitration does not apply.

Missouri: Section VIII.G. Arbitration does not apply.

Nebraska: Section VIII.G. Arbitration does not apply.

Nevada: The following is added to Section VIII.O.: Except as otherwise provided by law, we will provide you such notice at least sixty (60) days prior to such changes. Such changes will only be made on any six month anniversary date of the Policy.

New York: Section VIII.G. Arbitration does not apply.

Oklahoma: Section VIII.G. Arbitration is amended to include the following additional language. If an arbitration decision is not issued within three months of the demand for arbitration, the Insured Subscriber, provided they are not the cause of the delay, may elect to proceed in court.

South Dakota: Section VIII.G. Arbitration does not apply.

United States Virgin Islands: In Section VII.A.2.a., "Ten (10) days" is amended to "Fifteen (15) days." The following replaces Section VII.A.6: Any such notice will be provided by certified mail. Section VIII.G. Arbitration does not apply.

Washington: We will not pay for Loss caused directly or indirectly by any of the above excluded causes of Loss, and such Loss is excluded regardless of any other cause or event that contributes concurrently to the Loss if the excluded event initiates the sequence of events that result in a Loss.

Any notice of cancellation will include the actual reason for cancellation and any notice of non-renewal will be provided to the Insured Subscribers impacted by any such non-renewal at least forty-five (45) days before the expiration of the Policy.

West Virginia: The phrase "thirty (30) days" in Section VIII.A. above is deleted and replaced with the phrase "fifteen (15) days". Section VIII.G. Arbitration is deleted in its entirety.

NOTE:

A. THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, PERSONAL LIABILITY INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.

B. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.

Any questions regarding the coverage provided under this Certificate should be directed to our authorized representative as follows:

The lock\line Customer Care Center
Post Office Box 411605
Kansas City, MO 64141-1605
1-800-584-3666

Continental Casualty Company's Program Administrator/authorized representatives for the captioned policy and Coverage Certificates, lock\line, LLC and its affiliates, have changed their names.

Throughout your Coverage Certificate issued by Continental Casualty Company, all references to "lock\line" are replaced by "Asurion." References to "lock\line LLC" are replaced by "Asurion Protection Services, LLC." References to "lock\line Insurance Agency, LLC" are replaced by "Asurion Protection Services Insurance Agency, LLC" and any reference to "lock\line of Puerto Rico, Inc." is replaced by Asurion Protection Services of Puerto Rico, Inc. In all other respects, the terms and conditions of your Coverage Certificate will remain unchanged and in full force and effect.

Phone Protection Solutions
Service, repair and replacement programs to keep you connected.

Equipment Replacement Program

Coverage for lost or stolen devices, as well as devices with liquid or physical damage.

The fee for the program is $4 per phone, smartphone or mobile broadband card per month.

There is a $50 non-refundable deductible per approved claim.

File your replacement request within 60 days of the loss, theft or damage.

You can have up to three approved claims for loss, theft, physical or liquid damage within any consecutive 12 months.

Replacement equipment may be the same or comparable equipment—like kind or quality—with similar features as your original equipment. Replacement may be refurbished, reconditioned or different from your original phone or mobile broadband card.

For full terms and conditions: Equipment Replacement Program Coverage Certificate.

AI-12603 **10.A.**

Operation Stonegarden Grant

CC REGULAR

Date: 12/09/2008
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.

Information

CAPTION

Discussion, authorization, and approval to accept the Operation Stonegarden Grant Award from the Governor's Division of Emergency Management (GDEM) for $2,480,000.00.

BACKGROUND

The grant amount of $2,480,000.00 has been awarded to the Hidalgo County Sheriff's Office and the city Police Departments of Donna, Hidalgo, La Joya, Palmview, Alton, Mission, and Pharr. Individual Sub-Receipient Agreements between Hidalgo County and the cities will be presented to Commissioners' Court at a later date. Budget appropriations will be submitted at a later date.

The grant period is September 01, 2008 to May 01, 2011.

Deadline to submit award acceptance is December 17, 2008.

Fiscal Impact

Attachments

Link: operation.stonegarden.award

Form Routing/Status

Form Started By: Emilia Uriegas	Started On: 12/03/2008 03:32 PM
Final Approval Date: 12/05/2008	

Governor's Division of Emergency Management

2008

Sub-Recipient Agreement

To

Hidalgo County

Date of Award
11/17/2008

1. Sub-Recipient Name and Address

J.D. Salinas
Hidalgo County Judge
PO Box 1356
Edinburg, TX 78539

2. Prepared By: Carter

3. SAA Award Number: 08-48215-01

4. Federal Grant Information

Federal Grant Title: Operation Stonegarden Grant (OSG)

Federal Grant Award Number: 2008-SG-T8-0009

Date Award Granted to GDEM: September 3, 2008

Federal Grant Agency: Federal Emergency Management Agency
Dept. of Homeland Security Preparedness Directorate

5. Award Amount and Grant Breakdown

Total Award Amount
$ 2,480,000.00

NOTE: Additional Budget Sheets (Attachment A): ☐ YES ☒ NO

OSG CFDA 97.067
$ 2,480,000.00

This award supersedes all previous awards. **Performance Period:** Sep 1, 2008 To May 1, 2011

6. Statutory Authority for Grant: This project is supported under Public Law 110-161, the Department of Homeland Security Appropriation Act of 2008.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving GDEM Official:

Jack Colley, Chief
Division of Emergency Management
Office of the Governor

Signature of GDEM Official:

Jack Colley

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Juan D. Salinas, III

Hidalgo County Judge

Signature of Sub-recipient Official:

11. Enter Employer Identification Number (EIN)/Federal Texas Identification Number:
74-6000717

12. Date Signed:

13. DATE DUE: 12/17/2008

Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

TERMS AND CONDITIONS

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Governor's Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "GDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, GDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

Sub-recipient Purpose and Overview

A. Purpose and Overview. The FY 2008 OPSG provides a flexible framework of funding to support operational efforts along our nation's land borders. This funding supports land border jurisdictions in achieving a greater capability to prevent, protect against, and respond to border security issues, encouraging local operational objectives and capabilities to enhance federal and State Homeland Security Strategies, and continuing the distinct capability enhancements required for border security and protections. The OPSG Grant guidance is very specific in what is allowable and not allowable under this grant. Please refer to the FY 2008 OPSG Grant Guidance and Application Kit. A copy of the grant guidance and application kit can be accessed at: http://www.fema.gov/government/grant/index.shtm, specific attention should be placed on complying with requirements associated with the allowable and unallowable expenses and general costs guidance.

B. Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and
3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

C. Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to GDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional Homeland Security Grant Program funds or any other federal program funds administered by GDEM until repayment to GDEM is made and any other compliance or audit finding is satisfactorily resolved.

GDEM Obligations

A. Measure of Liability. GDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. GDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by GDEM under the HSGP program. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by GDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to GDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by GDEM or that GDEM determines has resulted in overpayment to the Sub-recipient that GDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically

permitted by statute or regulation. The Sub-recipient shall make such refund to GDEM within thirty (30) days after GDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, GDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. GDEM's Right to Terminate. GDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever GDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. GDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to GDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

GDEM reserves the right to perform periodic on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, GDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to Sections on the Suspension and/or Termination above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. GDEM's Right to Audit. Notwithstanding Subsection A of this Section, GDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit GDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to GDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to GDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GDEM may require of the Sub-recipient.

E. State Auditor's Office. The Sub-recipient understands that acceptance of Sub-recipient agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility. All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by January 31, 2009. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to GDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. GDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until GDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from GDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

Urban Areas Security Initiative (UASI) Grants

A. If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.

B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

UASI Non-Profit Security Grant Program (NSGP)

A. The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding.

B. Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement. Sub-recipient contributions must be from non-Federal sources. For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.

C. Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.

D. Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file. Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2.

E. FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI HSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2.

F. The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U. S. Department of Homeland Security."

Interoperable Communication Project Compliance

1. Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council. (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate; conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems.) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP. Projects that are deemed to satisfactorily meet the State's Plan will be submitted to the State for formal review.

Closing The Grant

A. The Sub-recipient must have all expenses/equipment ordered by May 1, 2011. The last day for submission of invoices is June 30, 2011.

B. GDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. GDEM/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by July 31, 2011.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.

B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
Homeland Security Office of the Governor
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals, Audit Requirements and Program Income

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with:

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments
2. 2C.F.R. Part 220, Cost Principals for Education Institutions
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations
4. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention And Accessibility Of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C.F.R. § 13.42 and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, GDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers,

things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. GDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining GDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. GDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

D. Escrow Retainage for Construction Contracts. GDEM shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient. Before the retainage fees for construction contracts are released, GDEM shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice Of Litigation and Claims

The Sub-recipient shall give GDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP.

Except as otherwise directed by GDEM, the Sub-recipient shall furnish immediately to GDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold GDEM harmless and to indemnify GDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to GDEM by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP. Amendments may further be amended by GDEM, during the period of this Sub-recipient agreement's performance as GDEM issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by GDEM in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of GDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with the Act and regulations specified in Section 2; OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1) http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr16.101.htm ; The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508. http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1733+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283142%29%29%3ACITE%20%20%20%20%20%20%20%20%20 ; The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1775+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283702%29%29%3ACITE%20%20%20%20%20%20%20%20%20; The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+505+0++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601) http://www.access.gpo.gov/uscode/title42/chapter61_.html ; (44 C.F.R. 25.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr25.1.htm

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/2002/pdf/02-31831.pdf

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. http://www.fema.gov/emergency/nims/nims_training.shtm

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education,

Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.26.htm.

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141 Sub-recipients must also comply with 44,C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html; with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215, 2C.F.R. Part 225, Part 220 and Part 230. Parts 220 and 230 are not available on-line at this time. A link will be provided as soon as it becomes available.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116, http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34 http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.34.htm

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, Juan D. Salinas as ~~Mayor~~/County Judge of Hidalgo, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

C. As specified by GDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certified that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

_____ _____

Chief Elected Official, Mayor/County Judge Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned, Juan D. Salinas, as ~~Mayor~~/County Judge of the Hidalgo, Texas certifies the following to the best of his knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Chief Elected Official, Mayor/County Judge Date

AI-12677 **10.B.**

Memorandum of Understanding (MOU) - ICE & County- Sheriff Dept

CC REGULAR

Date:	12/09/2008
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration and approval of a Memorandum of Understanding (MOU) between Immigration and Customs Enforcement (ICE) and Local, County, or State Law Enforcement Agency for the Reimbursement of Joint Operations expenses from the Treasury Forfeiture Fund.

BACKGROUND

Overtime hours amount $15,000.00

Section V.4 states that Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing by either party.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Overtime hours amount $15,000.00

Section V.4 states that Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable

Attachments

Link: Fiscal Note.

Link: M.O.U.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rey Salazar	Rey Salazar	12/05/2008 03:26 PM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 04:26 PM	APRV
3	Rey Salazar	Rey Salazar	12/05/2008 04:52 PM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Manuel Chapa

Started On: 12/04/2008 05:31 PM

Final Approval Date: 12/05/2008

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: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Thursday, December 04, 2008

Agenda Item: AI-12677

Summary of request/proposal:

Ice agreement for payment of overtime to HCSO Deputy(Benefits not reimburseable).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	HCSO Deputy		131	0.00	15,000.00	15,000.00
						15,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-421-00-280-001-0-	131	SHERIFF	OVERTIME	15,000.00
9-1100-421-00-280-001-0-	211	SHERIFF	HEALTH INSURANCE	
9-1100-421-00-280-001-0-	212	SHERIFF	LIFE INSURANCE	
9-1100-421-00-280-001-0-	220	SHERIFF	FICA	1,147.50
9-1100-421-00-280-001-0-	230	SHERIFF	RETIREMENT	1,353.00
9-1100-421-00-280-001-0-	250	SHERIFF	UNEMPLOYMENT COM	75.00
9-1100-421-00-280-001-0-	260	SHERIFF	WORKER'S COMP	376.50
			2009 Grant Budgetary Impact	15,000.00
			2009 General Fund Budgetary Impact	2,952.00

Possible Funding Sources: Sheriffs Department Lapse Salaries

Budget Office Recommendation:

HIDALGO COUNTY SHERIFF'S OFFICE
ICE OVERTIME HOURS AGREEMENT

OVERTIME HOURS AMOUNT: 15,000.00

IF AGREEMENT WILL NOT REIMBURSE OUR DEPT. FOR THE BENEFITS ATTRIBUTED TO THE OVERTIME HRS. SEE BELOW.

YEAR 2009 BENEFITS RATES

FICA	7.65%	1,147.50
RETIREMENT	9.02%	1,353.00
UNEMPLOY. COMP.	0.50%	75.00
WORKERS' COMP.	2.51%	376.50

2,952.00 >>>>>>> AMOUNT OF BENEFITS FOR THE OVERTIME HOURS OF AGREEMENT. FUNDING OF THESE EXPENSES WOULD NEED TO COME FROM SOURCE OTHER THAN THE AGREEMENT W/ ICE.

NOTE: THE OFFICERS HEALTH AND LIFE INSURANCE EXPENSES WOULD BE CHARGE FULLY TO THE SHERIFF BUDGET (WHICH FUNDS THE OFFICER'S REGULAR PAYROLL SALARY).

DATE: 11/21/08

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the Hidalgo County Sheriff's Office (NCIC CODE #TX1080000) and Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas for the purpose of the reimbursement of costs incurred by the in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC, San Antonio, Texas, with the participation of the Hidalgo County Sheriff's Office, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Hidalgo County Sheriff's Office shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the Hidalgo County Sheriff's Office shall provide ICE SAC San Antonio, Texas with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Hidalgo County Sheriff's Office may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC San Antonio, Texas, performed by its officer(s) assigned to this joint operation. In addition, the Hidalgo County Sheriff's Office may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with ICE SAC San Antonio, Texas.

   The Hidalgo County Sheriff's Office **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Hidalgo County Sheriff's Office must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

   CBP National Finance Center
   Attn: Forfeiture Fund
   6026 LAKESIDE BLVD.
   INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Hidalgo County Sheriff's Office must submit to ICE SAC San Antonio, Texas the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Hidalgo County Sheriff's Office remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The **maximum** reimbursement entitlement for overtime worked on behalf of the joint investigation is set at **$15,000** per officer per year.

6. The Hidalgo Count Sheriff's Office will submit all requests for the reimbursement of joint operations' expenses to ICE Assistant Special Agent in Charge at the following address: 1701 W. Business 83, Suite 508, McAllen, Texas 78501, Attn. Stella Santos, telephone number 956-984-6908.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Hidalgo County Sheriff's Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between ICE SAC San Antonio, Texas and the Hidalgo County Sheriff's Office and is not intended to confer any right or benefit to any private person or party.

Signatures:

_____
Special Agent in Charge
Immigration and Customs Enforcement
San Antonio, Texas

Date: _____

Sheriff
Hidalgo County Sheriff's Office
Edinburg, Texas 78541

Date: _____

The Department of the Treasury

LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCY
REQUEST FOR REIMBURSEMENT OF JOINT OPERATIONS EXPENSES

TO: _____ ATF XX DHS/ICE _____ IRS _____ SECRET SERVICE

OCDETF CASE _____ YES _____ NO

OCDETF CASE # _____

TFF TRACKING NUMBER
REIM #:

NAME OF AGENCY Hidalgo County Sheriff's Office TAX ID. NUMBER: _____

ADDRESS 711 E. El Cibolo / P.O. Box 1228, Edinburg, Texas 78541

CONTACT PERSON Lupe Treviño TELEPHONE NO: 956-383-8114

DATES FOR WHICH THE REIMBURSEMENT IS REQUESTED: FROM: _____ TO: _____

OVERTIME EXPENSES

NAME OF OFFICER	TITLE	HOURS WORKED	HOURLY RATE	TOTAL

TOTAL OVERTIME AMOUNT REQUESTED $

TOTAL NUMBER OF REGULAR HOURS WORKED DURING THIS BILLING PERIOD(S) ON CASES WHICH OVERTIME WAS REQUESTED BY THE OFFICERS LISTED ABOVE _____ HOURS

OTHER EXPENSES

PURPOSE AND OR TYPE OF EXPENSE	TOTAL

TOTAL OTHER EXPENSE REQUESTED $

TOTAL REIMBURSEMENT REQUESTED $

I certify that the information provided above is accurate and represents actual costs incurred by this agency

(REQUESTING AGENCY) NAME TITLE SIGNATURE DATE

Jerry Robinette

SPECIAL AGENT IN CHARGE, SAN ANTONIO, TX SIGNATURE DATE

USCS HQ APPROVAL DATE TEOAF APPROVAL DATE

NOTE: OCDETF CASES - A COPY OF THIS DOCUMENT SHALL BE SENT TO THE AGENCY CORE CITY COORDINATOR

REQUEST TO ESTABLISH REIMBURSEMENT FOR LOCAL, COUNTY OR STATE LAW ENFORCEMENT AGENCIES PARTICIPATING IN JOINT LAW ENFORCEMENT OPERATIONS WITH TREASURY LAW ENFORCEMENT AGENCIES

TREASURY AGENCY DHS/ICE	OCDETF? YES NO X OCDETF CASE NUMBER:	SAIC CITY San Antonio TEOAF TRACKING NUMBER (WILL BE ASSIGNED BY TEOAF)
MAILING ADDRESS 40 NE Loop 410, Suite 501 San Antonio, TX 78216	FOR OVERTIME: YES X NO FOR OTHER: YES NO X CONTACT TELEPHONE NUMBER: 210-321-2814	REIM
CONTACT PERSON Carmen Boyett	REQUEST DATE:	
TREASURY AGENCY FIELD OFFICE APPROVAL (NAME & SIGNATURE) Special Agent in Charge	TREASURY AGENCY HEADQUARTERS APPROVAL (NAME, SIGNATURE & DATE)	

FULL NAME, ADDRESS, TELEPHONE AND TAXPAYER IDENTIFICATION NUMBER OF LOCAL, COUNTY STATE AGENCY	EXPENSES TO BE REIMBURSED	ESTIMATED COSTS
	Overtime expenses related to joint operations/task force. **INITIAL ALLOCATION:**	
TFF APPROVAL AND DATE		TOTAL ESTIMATED COSTS $ -

ACCOUNTING DATA

BFYS: _____ FUND: _____

BUDPLN: _____ ORG: _____

PROGRAM: _____ OCC: _____

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY
U.S. CUSTOMS AND BORDER PROTECTION

AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT:
7005	70-05-0800	☑ CCD+ ☐ CTX ☐ CTP

ADDRESS:
NATIONAL FINANCE CENTER, 6026 LAKESIDE BLVD.

INDIANAPOLIS, IN 46278

CONTACT PERSON NAME:	TELEPHONE NUMBER:
FORFEITURE FUND TEAM/Attn: Eliot VanVelzen	(317) 614-4613

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
Hidalgo County Sheriff's Office	

ADDRESS
711 E. El Cibolo / P.O. Box 1228, Edinburg, Texas 78541

CONTACT PERSON NAME:	TELEPHONE NUMBER:
Lupe Treviño, Sheriff	(956) 383-8114

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:	TELEPHONE NUMBER:
	( )

NINE-DIGIT ROUTING TRANSIT NUMBER:
— — — — — — — — —

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:

TYPE OF ACCOUNT:
☐ CHECKING ☐ SAVINGS ☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER:
	( )

OMB No. 1510-0056

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

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AGENCY INFORMATION

FEDERAL PROGRAM AGENCY
U.S. CUSTOMS AND BORDER PROTECTION

AGENCY IDENTIFIER: 7005

AGENCY LOCATION CODE (ALC): 70-05-0800

ACH FORMAT: ☑ CCD+ ☐ CTX ☐ CTP

ADDRESS:
NATIONAL FINANCE CENTER, 6026 LAKESIDE BLVD.

INDIANAPOLIS, IN 46278

CONTACT PERSON NAME:
FORFEITURE FUND TEAM/Attn: Eliot VanVelzen

TELEPHONE NUMBER: (317) 614-4613

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME
Hidalgo County Sheriff's Office

SSN NO. OR TAXPAYER ID NO.

ADDRESS
711 E. El Cibolo / P.O. Box 1228, Edinburg, Texas 78541

CONTACT PERSON NAME:
Lupe Treviño, Sheriff

TELEPHONE NUMBER: (956) 383-8114

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER: ( )

NINE-DIGIT ROUTING TRANSIT NUMBER:
— — — — — — — — —

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:
☐ CHECKING ☐ SAVINGS ☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER: ( )

NSN 7540-01-274-9925

SF 3881 (Rev 12/90)
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210

How long does it take?

does the web count on the # of employee agent.

AI-12539 **11.A.**

Open cut - Elizabeth Moya street

CC REGULAR

Date:	12/09/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

North Alamo Water Supply:
Discussion, consideration, action and/or approval of open cut on Elizabeth Moya Street approximately 300' south of FM 2128 on the west side of Elizabeth Moya Street - Proposed open cut to repair a 4" sewer line - Palma Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Permit Fee $ 3.75

Attachments

Link: AI-12539 Permit Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/03/2008 04:19 PM	APRV
2	Dale Kennan	Dale Kennan	12/04/2008 08:19 AM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:42 PM	APRV
4	Purchasing Department	Marty Salazar	12/04/2008 10:40 PM	APRV

Form Started By: Sandra Garcia — Started On: 11/26/2008 09:11 AM

Final Approval Date: 12/04/2008

REVISED NOVEMBER 2005 FEE: $ 3.75

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 25th day of Nov., 2008 does by these presents **GRANT, GIVE AND RELINQUISH TO:**
The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a **4"**inch /water/ gas/ (sewer) irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ (sewer) irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

1.Approximately 300'south of FM 2128 on the west side of Elizabeth Moya Rd – Proposed cut to repair a 4"Sewer Line – Palma Subdivision

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a ~~water~~ SEWER line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of

said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the 25th Day of November, 2008.

COUNTY JUDGE

COMMISSIONER, PRECINCT NO. 1

COMMISSIONER, PRECINCT NO. 2

COMMISSIONER, PRECINCT NO. 3

COMMISSIONER, PRECINCT NO. 4

Blanca G Garza of Permittee, North Alamo Water Supply Corporation
(Printed Name of Agent) (Company Name)

420 S Doolittle Rd Edinburg Tx 78542 (956)383-1618 fax (956)318-0909
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and a

WITNESS my hand this the 18th Day of November, 2008.

BY: Blanca G. Garza
Signature

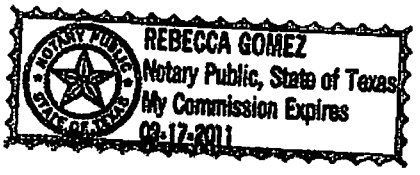
Clerk
Title

THE STATE OF TEXAS

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared JUAN D SALINAS,111,County Judge of Hidalgo County, Texas and SYLVIA HANDY, HECTOR PALACIOS, JOE M. FLORES and OSCAR L.GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of Nov., 2008.



Notary Public, State of Texas

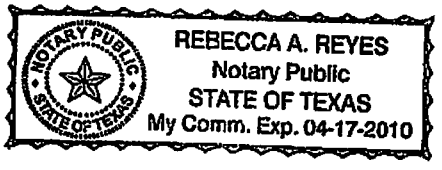
My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Blanca G Garza, Agent of North Alamo Water Supply Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said North Alamo Water Supply Corporation, a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

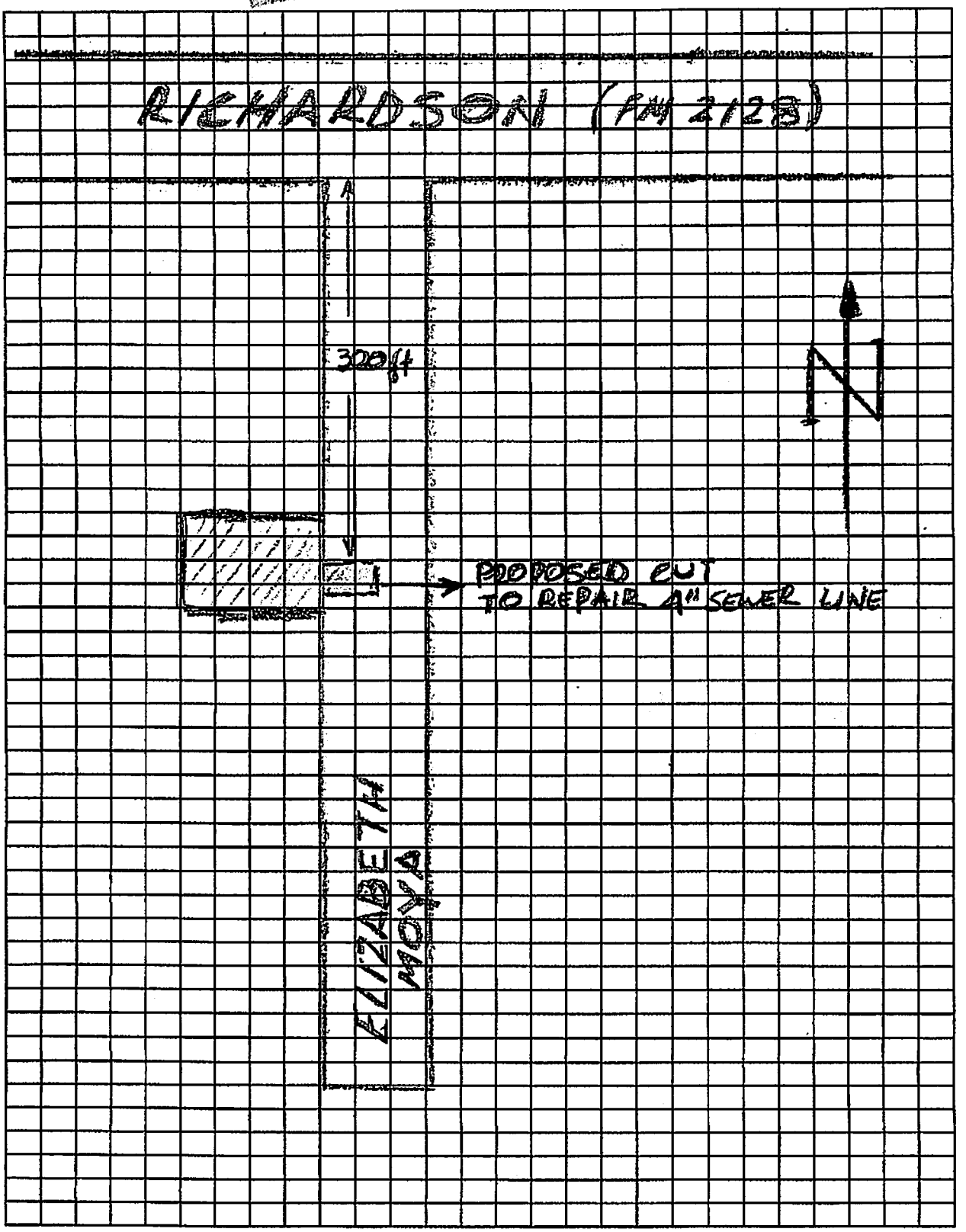
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of November, 2008.



Notary Public, State of Texas

My Commission Expires:

PALMA SUBDIVISION



AI-12646 **11.B.**

Approval of payment - Lot 6 RSW Subdivision Unit 1

CC REGULAR

Date:	12/09/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. Consideration and approval to purchase an easement on a certain tract of land described as Lot 6 RSW Subdivision Unit 1.
2. Approval to authorize County Treasurer to issue check to David Pardo, Jr. & Maria M. Pardo after review and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-712

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

BUDGETARY IMPACT:

Funding available tp pay pending check as of 12/4/08.

Attachments

Link: Pay Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 11:07 AM	APRV
2	Dale Kennan	Dale Kennan	12/04/2008 05:02 PM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:46 PM	APRV
4	Dina Trevino	Dina Trevino	12/05/2008 09:26 AM	APRV
5	Dale Kennan	Dale Kennan	12/05/2008 02:12 PM	APRV
6	Linda Fong		12/05/2008 05:03 PM	NEW

Form Started By: Sandra Garcia — Started On: 12/04/2008 10:27 AM

Final Approval Date: 12/05/2008

JOSE N. PEÑA
Director

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

PAY-MEMO

To: **Hector "Tito" Palacios**
Commissioner Hidalgo County Pct. # 2
Attn: Yolanda Cisneros

From: **Jose N. Pena**
Right of Way Agent

Date: **November 13, 2008**

Re:
Acquisition of Drainage Easement

Commissioner Palacios,

Attached please find a copy of the unrecorded deed, copy of the Appraisal Report, and a copy of the 1099S form signed by David Pardo Jr & Wife Maria M. Pardo on the above-mentioned parcel. A check in the amount of $2,500.00 needs to be paid to David Pardo & wife Maria M. Pardo out of your account 12-431-00-260-001-0-717 for the acquisition of this easement. The Original deed will be held by the County and recorded as soon as payment to the landowner is processed.

Commissioners Court approved this project for acquisition on May 5, 2008.

Should you have any questions, please call.

Thanks,
Lupe

Approved_____
Hector "Tito" Palacios

_____
Joe Pena, Director

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

November 5, 2008

Lupe Rodriguez, Right of Way Agent
Hidalgo County Right of Way Department
509 E. Earling Road
San Juan, Texas 78589

Re: RSW Unit 1 Lot 6 (David Pardo Jr and Maria Pardo)
Drainage Easement

Dear Mr. Rodriguez,

In regards to the offer of the drainage easement, I am willing to accept $ 2,500.00 as payment for the use of my property.

Sincerely,

David Pardo Jr.

Maria M. Pardo

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 License Number.

EASEMENT FOR IRRIGATION LINE PURPOSES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO § **KNOW ALL MEN BY THESE PRESENTS:**

That, David Pardo Jr. & Wife Maria M. Pardo, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, for and in consideration of the sum of Two Thousand five hundred and No/100ths Dollars ($2,500.00) to Grantors in hand paid by the County of Hidalgo, acting by and through the Hidalgo County Commissioners Court, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the County of Hidalgo an easement in, along, upon and across the property which is situated in the County of Hidalgo, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent Drainage line in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the County deems necessary.

TO HAVE AND TO HOLD the premises described in Exhibit "A" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the County of Hidalgo forever; and Grantors hereby bind themselves, their heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the County of Hidalgo, its successors and 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 13th day of November 2008.

David Pardo Jr.
David Pardo Jr.

Maria M. Pardo
Maria M. Pardo

Corporate Acknowledgement

State of Texas

County of Hidalgo

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared, David Pardo Jr. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me, and that he executed the same as the act of said for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of November 2008.

Notary Public, State of Texas

GUADALUPE RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
04-21-2010

State of Texas

County of Hidalgo

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared, Maria M. Pardo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that, and that she executed the same as the act of said for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of November 2008.

Notary Public, State of Texas

GUADALUPE RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
04-21-2010

R. Gutierrez Engineering Corporation
109 E. PARK AVENUE / PHARR, TEXAS 78577
(TEL) 956 782 2557 / (FAX) 956 782 2558

EXHIBIT "A"

DESCRIPTION OF A 10.0 FOOT DRAINAGE EASEMENT BEING A 0.029-ACRE TRACT OF LAND OUT OF LOT 6, R.S.W. INCORPORATED, UNIT No. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS. VOL. 19, PAGE 23, M.R.H.C.

A 0.029-acre tract of land out of Lot 6, R.S.W. Incorporated, Unit No. 1 Subdivision, Hidalgo County, Texas, as recorded in Volume 19, Page 23, Map Records of Hidalgo County, Texas. Said 0.029-acre tract of land being more particularly described as follows;

Commencing at the Southeast of Lot 6, **THENCE**, North 48 degrees 35 minutes 59 seconds East, along the East line of Lot 6, a distance of 50.53 feet to the Southwest corner and **Beginning** of the tract herein described;

THENCE, North 08 degrees 34 minutes 11 seconds East, parallel to the West line of Lot 6, a distance of 131.31 feet to the South line of an Existing 15 foot Utility Easement and the Northwest corner of the tract herein described;

THENCE, South 81 degrees 25 minutes 49 seconds East, along said Easement line, a distance of 10.00 feet to the Northeast corner of the tract herein described;

THENCE, South 08 degrees 34 minutes 11 seconds West, a distance of 119.40 feet to the East property line of Lot 6, for the Southeast corner of the tract herein described;

THENCE, South 48 degrees 35 minutes 59 seconds West, along the East line of Lot 6, a distance of 15.55 feet to the **BEGINNING** and containing 0.029-acres of land more or less.

This description does not represent an actual survey conducted on the ground.

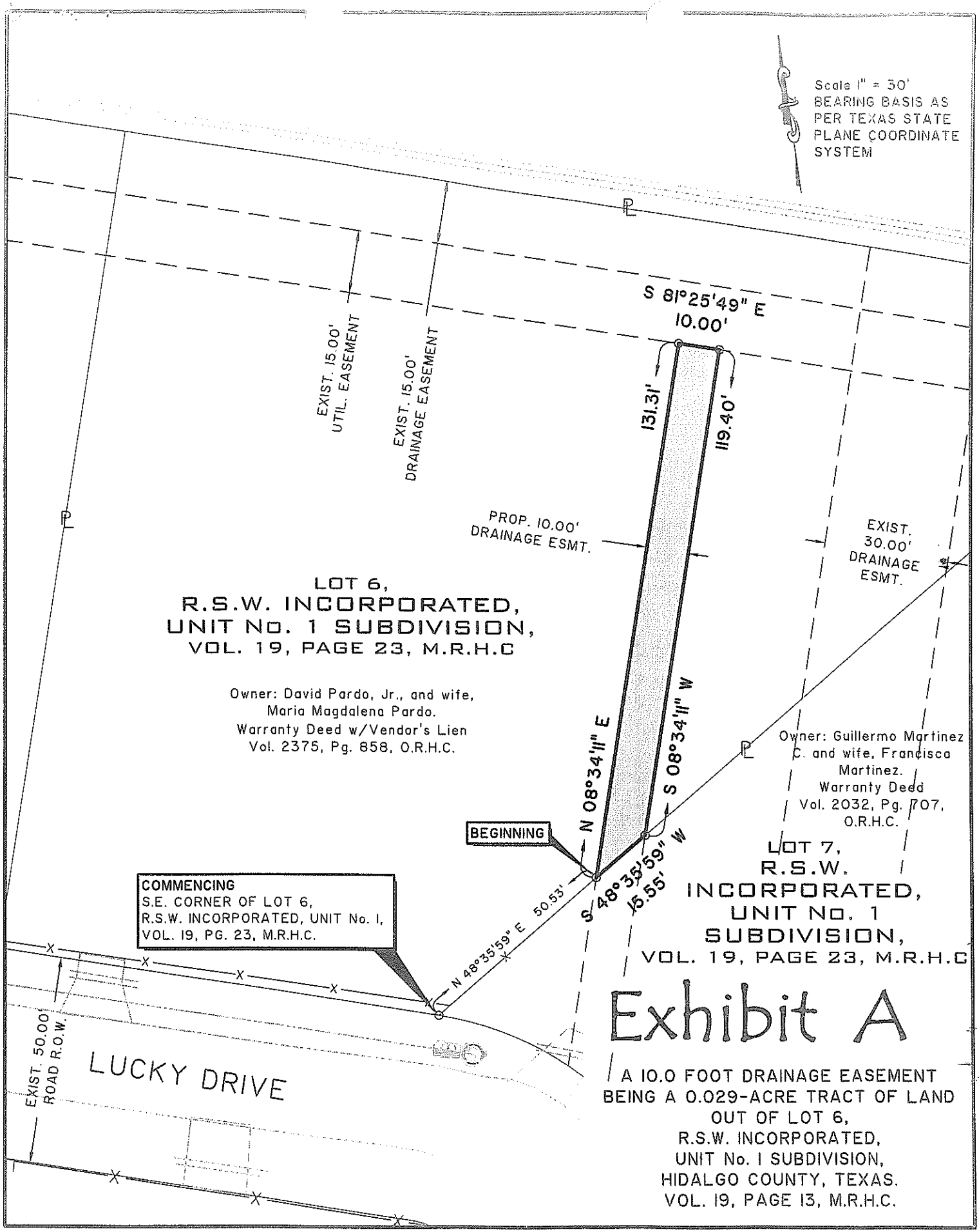


Exhibit A

A 10.0 FOOT DRAINAGE EASEMENT
BEING A 0.029-ACRE TRACT OF LAND
OUT OF LOT 6,
R.S.W. INCORPORATED,
UNIT No. 1 SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOL. 19, PAGE 13, M.R.H.C.

JOB No.: ENG05.012S DATE: NOVEMBER 27, 2007 PAGE: 2 OF 2 DRAWN BY: J.H.F.

R. Gutierrez Engineering Corp. • 130 E. Park Ave. • Pharr, Tx. • (956) 782-2557

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

TO: Commissioner's Court

FROM: Lupe Rodriguez
Hidalgo County Right of Way Department

DATE: November 5, 2008

RE: RSW Unit 1 Drainage easement
Lot 6 David Pardo Jr. and wife Maria M. Pardo

==========

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value:	$ 2,310.00
Settlement Request:	$ 2,500.00
Difference to Landowner	$ 190.00

Commissioners Court Executive Session November 12, 2008

Approved; _____ 11/12/08

Not Approved; _____

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

AI-12628 **11.C.**

Acceptance of Roadway

CC REGULAR

Date:	12/09/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for consideration action and/or approval to accept Barney Groves Drive, as per affidavits executed by property owners, to be included in the County Wide Roadway System. (PCT 3)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Barney Grove

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 07:49 AM	APRV
2	Dale Kennan	Dale Kennan	12/04/2008 03:05 PM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:51 PM	APRV
4	Purchasing Department	Marty Salazar	12/04/2008 10:43 PM	APRV

Form Started By: Sandra Garcia — Started On: 12/03/2008 04:33 PM

Final Approval Date: 12/04/2008

AFFIDAVIT
Barney Groves Drive
Lots # 1,2,11, and 12

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day, personally appeared Leoncio and wife Blanca Mares who, on his oath, deposes and says, as follows:

I Leoncio and wife Blanca Mares hereby swear and declare that the following statements are true and correct and am within my personal knowledge:

1. I currently reside at **2200 Barney Groves Drive** Hidalgo County, Texas. And have resided at **2200 Barney Groves Drive** since **1993** I am familiar with the portion of the roadway commonly known as "Barney Groves Drive" (the Roadway) as shown on the attached subdivision plat.

2. I declare that for the last **15** years, the Roadway has been open to and used by the general public, has been open, adverse and under a claim of right under the plat of **Barney Groves Subdivision** being filed in **Hidalgo County, Texas** and without consent of the persons filing such plat. Furthermore the including but not limited to various parties who use the Roadway for ingress and egress to their lands;

I make this affidavit for the purpose of setting of record the facts required to establish this Roadway to be a public county road.

WITNESS my hand this the 10 day of November, 2008.

Leoncio mares
Signature

Blanca Mares
Signature

SWORN TO AND SUBSCRIBED BEFORE ME, by Leoncio and wife Blanca Mares Hidalgo County, Texas, this the 10th day of November, 2008.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 10th day of November 2008, by Leoncio and wife Blanca Mares

EXHIBIT
"A"

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public. State of Texas

AFFIDAVIT
Barney Groves Drive
Lot # 3

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day, personally appeared Juan M. and wife Leticia Rodriguez who, on his oath, deposes and says, as follows:

I Juan M. and wife Leticia Rodriguez hereby swear and declare that the following statements are true and correct and am within my personal knowledge:

1. I currently reside at **2208 Barney Groves Drive** Hidalgo County, Texas. And have resided at **2208 Barney Groves Drive** since _____ I am familiar with the portion of the roadway commonly known as "Barney Groves Drive" (the Roadway) as shown on the attached subdivision plat.

2. I declare that for the last _____ years, the Roadway has been open to and used by the general public, has been open, adverse and under a claim of right under the plat of **Barney Groves Subdivision** being filed in **Hidalgo County, Texas** and without consent of the persons filing such plat. Furthermore the including but not limited to various parties who use the Roadway for ingress and egress to their lands;

I make this affidavit for the purpose of setting of record the facts required to establish this Roadway to be a public county road.

WITNESS my hand this the 10 day of November, 2008.

Leticia Rodriguez
Signature

_____
Signature

SWORN TO AND SUBSCRIBED BEFORE ME, by Juan M. and wife Leticia Rodriguez Hidalgo County, Texas, this the 10th day of November, 2008.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

_____
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 10th day of November 2008, by Juan M. and wife Leticia Rodriguez

EXHIBIT
"A"

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

_____
Notary Public. State of Texas

AFFIDAVIT
Barney Groves Drive
Lot # 4 & 5

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day, personally appeared Omar and wife Maria Urbina who, on his oath, deposes and says, as follows:

I Omar and wife Maria Urbina hereby swear and declare that the following statements are true and correct and am within my personal knowledge:

1. I currently reside at **2216 Barney Groves Drive** Hidalgo County, Texas. And have resided at **2216 Barney Groves Drive** since **1993** I am familiar with the portion of the roadway commonly known as "Barney Groves Drive" (the Roadway) as shown on the attached subdivision plat.

2. I declare that for the last **15** years, the Roadway has been open to and used by the general public, has been open, adverse and under a claim of right under the plat of **Barney Groves Subdivision** being filed in **Hidalgo County, Texas** and without consent of the persons filing such plat. Furthermore the including but not limited to various parties who use the Roadway for ingress and egress to their lands;

I make this affidavit for the purpose of setting of record the facts required to establish this Roadway to be a public county road.

WITNESS my hand this the ____ day of November, 2008.

Omar Urbina
Signature

Ma. Nelda Urbina
Signature

SWORN TO AND SUBSCRIBED BEFORE ME, by Omar and wife Maria Urbina Hidalgo County, Texas, this the 12th day of November, 2008.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 12th day of November 2008, by Omar and wife Maria Urbina.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

EXHIBIT
"A"

AFFIDAVIT
Barney Groves Drive
Lots # 6 & 7.

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day, personally appeared Heriberto Garcia who, on his oath, deposes and says, as follows:

I Heriberto Garcia hereby swear and declare that the following statements are true and correct and am within my personal knowledge:

1. I currently reside at **2220 Barney Groves Drive** Hidalgo County, Texas. And have resided at **2220 Barney Groves Drive** since **1990** I am familiar with the portion of the roadway commonly known as "Barney Groves Drive" (the Roadway) as shown on the attached subdivision plat.

2. I declare that for the last 18 years, the Roadway has been open to and used by the general public, has been open, adverse and under a claim of right under the plat of **Barney Groves Subdivision** being filed in **Hidalgo County, Texas** and without consent of the persons filing such plat. Furthermore the including but not limited to various parties who use the Roadway for ingress and egress to their lands;

I make this affidavit for the purpose of setting of record the facts required to establish this Roadway to be a public county road.

WITNESS my hand this the ____ day of November, 2008.

Heriberto Garcia
Signature

_____
Signature

SWORN TO AND SUBSCRIBED BEFORE ME, by Heriberto Garcia Hidalgo County, Texas, this the 12th day of November, 2008.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 12th day of November, 2008, by Heriberto Garcia.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

EXHIBIT
"A"

AFFIDAVIT
Barney Groves Drive
Lots # ~~9 2 10~~ 8

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day, personally appeared Santos Herrera who, on his oath, deposes and says, as follows:

I Santos Herrera hereby swear and declare that the following statements are true and correct and am within my personal knowledge:

1. I currently reside at **2215 Barney Groves Drive** Hidalgo County, Texas. And have resided at **2215 Barney Groves Drive** since **2005** I am familiar with the portion of the roadway commonly known as "Barney Groves Drive" (the Roadway) as shown on the attached subdivision plat.

2. I declare that for the last 3 years, the Roadway has been open to and used by the general public, has been open, adverse and under a claim of right under the plat of **Barney Groves Subdivision** being filed in **Hidalgo County, Texas** and without consent of the persons filing such plat. Furthermore the including but not limited to various parties who use the Roadway for ingress and egress to their lands;

I make this affidavit for the purpose of setting of record the facts required to establish this Roadway to be a public county road.

WITNESS my hand this the ____ day of November, 2008.

Santos Herrera.
Signature

_____
Signature

SWORN TO AND SUBSCRIBED BEFORE ME, by Santos Herrera Hidalgo County, Texas, this the 12th day of November, 2008.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 12th day of November 2008, by Santos Herrera.

Notary Public. State of Texas

EXHIBIT
"A-11"

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

AFFIDAVIT
Barney Groves Drive
Lots # 9 & 10

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day, personally appeared Reynaldo Guerrero who, on his oath, deposes and says, as follows:

I Reynaldo Guerrero hereby swear and declare that the following statements are true and correct and am within my personal knowledge:

1. I currently reside at **2209 Barney Groves Drive** Hidalgo County, Texas. And have resided at **2209Barney Groves Drive** since **1999** I am familiar with the portion of the roadway commonly known as "Barney Groves Drive" (the Roadway) as shown on the attached subdivision plat.

2. I declare that for the last 9 years, the Roadway has been open to and used by the general public, has been open, adverse and under a claim of right under the plat of **Barney Groves Subdivision** being filed in **Hidalgo County, Texas** and without consent of the persons filing such plat. Furthermore the including but not limited to various parties who use the Roadway for ingress and egress to their lands;

I make this affidavit for the purpose of setting of record the facts required to establish this Roadway to be a public county road.

WITNESS my hand this the ____ day of November, 2008.

Reynaldo Guerrero
Signature

Signature

SWORN TO AND SUBSCRIBED BEFORE ME, by Reynaldo Guerrero Hidalgo County, Texas, this the 12th day of November, 2008.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

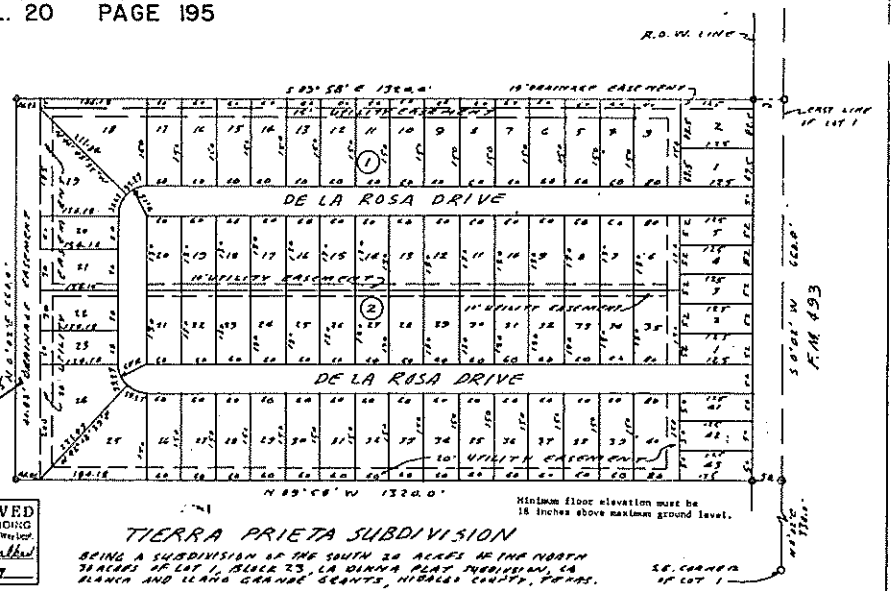
THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 12th day of November 2008, by Reynaldo Guerrero.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

EXHIBIT
"A"
tabbies



APPROVED FOR RECORDING
Hidalgo Co. Rgn. & Weg. Dept.
by Vivian Walker
Date 3-5-79

TIERRA PRIETA SUBDIVISION

BEING A SUBDIVISION OF THE SOUTH 20 ACRES OF THE NORTH 30 ACRES OF LOT 1, BLOCK 33, LA DONNA PLAT RECORDED IN LA BLANCA AND LLANO GRANDE GRANTS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS:
COUNTY OF HIDALGO:
KNOW ALL MEN BY THESE PRESENTS:
WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS MAP, AND DESIGNATED HEREIN AS "TIERRA PRIETA" AND WHOSE NAMES ARE SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, AND EASEMENTS THEREON SHOWN, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

1/30/79 — L.C. Alvarez, OWNER
Francisco T. Rodriguez, OWNER

STATE OF TEXAS:
COUNTY OF HIDALGO:
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED L.C. ALVAREZ AND FRANCISCO T. RODRIGUEZ, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, ARE ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 30th DAY OF JANUARY, A.D., 1979.

Evelia Pardo
NOTARY PUBLIC IN AND FOR HIDALGO COUNTY

STATE OF TEXAS:
COUNTY OF HIDALGO:
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED UPON AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

1-30-79 — Jaime Ortiz
REGISTERED PROFESSIONAL ENGINEER

THIS PLAT HAS BEEN APPROVED BY DONNA IRRIGATION DISTRICT HIDALGO COUNTY NO. 1 ON THIS THE 20th DAY OF February, A.D., 1979.

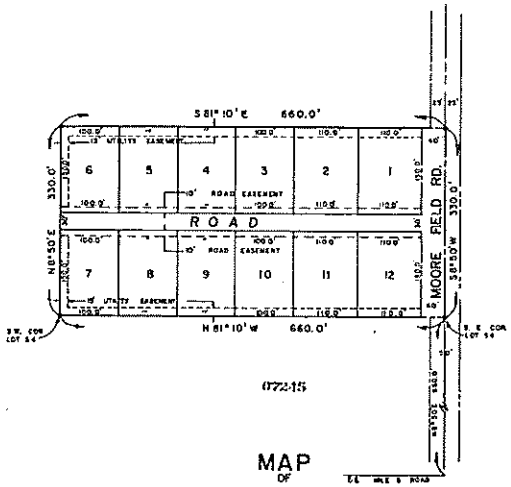
DONNA IRRIGATION DISTRICT
HIDALGO COUNTY NO. 1
BY: B.B. Wilson
MEMBER

ATTEST:
SECRETARY

Filed for record this 5th day of March A.D. 1979 at 1:05 o'clock P.M.
MAR 5 1979
Santos Saldana County Clerk
Hidalgo County, Texas
By Deputy

COMMISSIONERS' COURT
THE STATE OF TEXAS
COUNTY OF HIDALGO
SANTOS SALDANA County Clerk
Hidalgo County, Texas
By Deputy

VOL. 20 PAGE 195



0772-15

MAP OF BARNEY GROVES SUBDIVISION

BEING A SUBDIVISION OF THE SOUTH 1/2 OF LOT 54, BLOCK 3, LA HOMA RANCH CITRUS GROVES, UNIT No. 1, HIDALGO COUNTY, TEXAS

CONTAINING 5.0 AC OF LAND MORE OR LESS

APPROVED FOR RECORDING
Hidalgo Co. Rgn. & Weg. Dept.
by Vivian Walker
Date 4-5-77

Recorded in Book 20 Page 195 of the map records of Hidalgo County, Texas
Charles L. Mathis
County Surveyor

PREPARED BY
FABIAN, NELSON & MEDINA INC.
MCALLEN, TEXAS

SCALE: 1" = 100' DATE: 2-8-79

APPROVED FOR RECORDING BY COMMISSIONERS' COURT
This the 5th day of March A.D. 79
SANTOS SALDANA County Clerk
Hidalgo Co., Texas
By Deputy

Filed for record this date at 1:05 o'clock P.M.
MAR 5 1979
County Clerk
By Deputy

STATE OF TEXAS:
COUNTY OF HIDALGO:
WE THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "BARNEY GROVES SUBDIVISION" SUBDIVISION TO HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY RESERVE THE SURFACE USE OF THE STREETS AND EASEMENTS THEREON SHOWN FOR THE USE AND BENEFIT OF THE OWNERS AND UTILITY COMPANIES SERVING PROPERTIES OF THE OWNERS OF THE SUBDIVISION.

George Schneider
GEORGE SCHNEIDER

Arnold Schatz
ARNOLD SCHATZ, TRUSTEE

STATE OF TEXAS:
COUNTY OF HIDALGO:
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ABOVE NAMED OWNERS KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF February, 1979.

Charles Ford
NOTARY PUBLIC

STATE OF TEXAS:
COUNTY OF HIDALGO:
I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR # 1332 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.

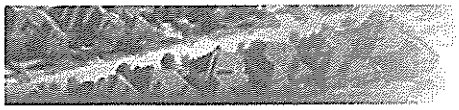
Floyd C. Medina
FLOYD C. MEDINA
REGISTERED PUBLIC SURVEYOR
MCALLEN, TEXAS

THIS PLAT APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. 6 ON THIS 27th DAY OF February A.D. 1979

J.L. Hagood
ASSISTANT SECRETARY

Oscar Pearson
PRESIDENT

File 12-49



Hidalgo County Appraisal District

WORK IN PROGRESS

Data on this website may represent working values and may change at any time

Home
General Information
News
FAQ
Searches
- QuickRef ID Search
- Property Number Search
- Owner Search
- Address Search
- Advanced Search

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions

Your search returned 12 matches

Show Situs Address

Property Search Results

Property ID	Owner Name	Legal Description	Value
R122317	MARES, LEONCIO & BLANCA	BARNEY GROVES LOT 1	$27,729
R122318	MARES, LEONCIO & BLANCA	BARNEY GROVES LT 2	$89,188
R122319	RODRIGUEZ, JUAN M & LETICIA	BARNEY GROVES LOT 3	$51,827
R122320	FLORES, JOSE G	BARNEY GROVES LT 4	$35,124
R122321	URBINA, OMAR & MARIA NELDA	BARNEY GROVES LT 5	$89,470
R122322	GARCIA, HERIBERTO	BARNEY GROVES LT 6	$66,379
R122323	GARCIA, HERIBERTO	BARNEY GROVES LT 7	$30,049
R122324	HERRERA, SANTOS	BARNEY GROVES LT 8	$23,235
R122325	GUERRERO, REYNALDO	BARNEY GROVES LT 9	$12,040
R122326	GUERRERO, REYNALDO	BARNEY GROVES LT 10	$12,040
R122327	MARES, LEONCIO & BLANCA	BARNEY GROVES LT 11	$12,052
R122328	MARES, LEONCIO & BLANCA	BARNEY GROVES LT 12	$19,601

LAND SURVEYORS

LLC

METES AND BOUNDS DESCRIPTION
0.43 OF ONE ACRE OF LAND
BARNEY GROVES SUBDIVISION
HIDALGO COUNTY, TEXAS

A tract of containing 0.43 of one acre, situated in Hidalgo County, Texas and also being all of that private road shown on **BARNEY GROVES SUBDIVISION**, map reference; Volume 20, Page 195, H.C.M.R. and said 0.43 of one acre of land also being more particularly described as follows;

BEGINNING on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the southeast corner of said Lot 1 of said Barney Groves Subdivision, the West right-of-way line of Moore Field Blvd., and the North right-of-way line of said private road, for the northeast corner of this tract;

THENCE, S 08° 53' 13" W (S 08° 50' 00" W), along the West right-of-way line of said Moore Field Blvd., a distance of 30.00 feet to a 1/2" iron rod found on the northeast corner of said Lot 12 of said Barney Groves Subdivision and the South right-of-way line of said private road, for the southeast corner of this tract;

THENCE, N 81° 06' 47" W (N 81° 10' 00" W), along the South right-of-way line of said private road, a distance of 620.00 feet, to a 1/2" iron rod found on the northwest corner of Lot 7 of said Barney Groves Subdivision, for the southwest corner of this tract;

THENCE, N 08° 53' 13" E (N 08° 50' 00" E), along the West line of said Barney Groves Subdivision, a distance of 30.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the southwest corner of Lot 6 of said Barney Groves Subdivision and the North right-of-way line of said private road, for the northwest corner of this tract;

THENCE, S 81° 06' 47" E (S 81° 10' 00" E), along the North right-of-way line of said private road, a distance of 620.00 feet to the **POINT OF BEGINNING**, containing 0.43 of one acre of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATE SYSTEM NAD 1983**, South Zone.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 26, 2008.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

tables'

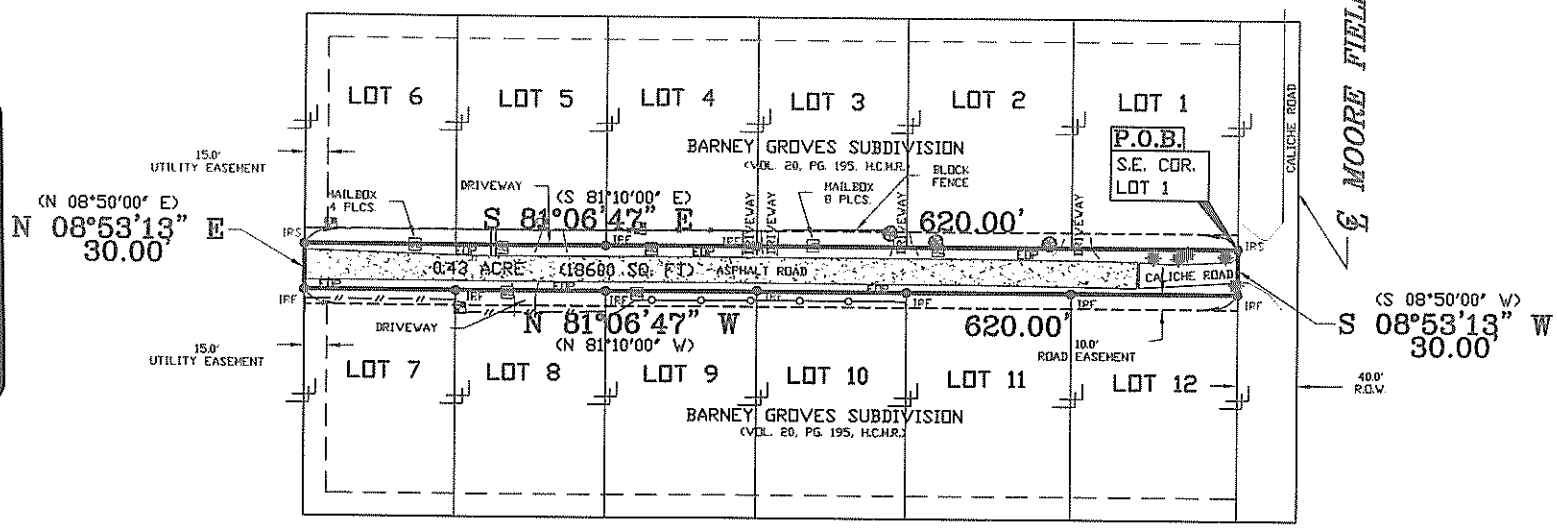
EXHIBIT
"A"
1 of 1

P.O. Box 5066 • McALLEN, TEXAS 78502 • PHONE (956) 618-1551 • FAX (956) 618-1547

tabbies

EXHIBIT "A"

2 of 2



SCALE: 1" = 100.00'

BASIS OF BEARING AS PER STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"
- IRF = FOUND 1/2" IRON ROD
- ℄ = LOT LINE
- MB = MAIL BOX
- WM = WATER METER
- = PALM TREE
- = TREE
- —//— = CEDAR FENCE
- —o— = WIRE FENCE
- —x— = CHAIN LINK FENCE

R.O.W. = RIGHT OF WAY
EOP = EDGE OF PAVEMENT
H.C.D.R. = HIDALGO COUNTY DEED RECORDS
H.C.M.R. = HIDALGO COUNTY MAP RECORDS

NOTES:

1. SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRATERRITORIAL JURISDICTION OF SAID PROPERTY.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND MAY BE SUBJECT TO EASEMENTS RECORDED OR UNRECORDED.
3. IF THIS SURVEY DOES NOT BEAR AN ORIGINAL, SEAL AND SIGNATURE, IT IS INVALID AS PER SECTION 663.19 OF THE "THE PROFESSIONAL LAND SURVEYING PRACTICES ACT" ENACTED UNDER ARTICLE 5282C, VERNON'S TEXAS CIVIL STATUTES.

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

FLOOD DESIGNATION

The flood designation for this property is "Zone X" which are "Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood". As per F.E.M.A.s Flood Insurance Rate Map Panel No.:

480334 0290 D Map Revised: June 6, 2000

Flood Zone is determined by graphic plotting only. We do not assume responsibility for exact determination.

LEGAL DESCRIPTION

This plat is a true and correct representation of a survey made on the ground of the property located at: MOORE FIELD BLVD., Hidalgo County, Texas, described as follows: 0.43 OF ONE ACRE OUT OF LOTS 1 THRU 12, BARNEY GROVES SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 20, Page 195, Map Records, Hidalgo County, Texas.

PROJECT INFORMATION

SURVEYED DATE:	11/26/08
JOB NO.:	081105
DRAWN BY:	GTG
CHECKED BY:	C.V.
REVISIONS:	AFF

CVO LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvols.com

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, certify that the above is a true and accurate plat of the lands as surveyed under my direction on November 26, 2008, and there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-ways, except as shown.

Carlos Vasquez
R.P.L.S. NO. 4608
STATE OF TEXAS

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AI-12541 **11.D.**

Acceptance of Mile 11 1/4 as County Road

CC REGULAR

Date:	12/09/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for consideration, action and/or approval to accept Mile 11 1/4 as a County Road.

BACKGROUND

Pending Surveys Metes & Bounds and Market Value.

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1200-431-00-260-001-0-711

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

BUDGETARY IMPACT:

Available balance is $383,276.00 as of 12/4/08.

Attachments

Link: Back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 07:43 AM	APRV
2	Dale Kennan	Dale Kennan	12/04/2008 08:35 AM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:59 PM	APRV
4	Dina Trevino	Dina Trevino	12/05/2008 09:22 AM	APRV
5	Dale Kennan	Dale Kennan	12/05/2008 02:10 PM	APRV
6	Linda Fong		12/05/2008 05:03 PM	NEW

Form Started By: Sandra Garcia — Started On: 11/26/2008 09:57 AM

Final Approval Date: 12/05/2008

J. C. Cardenas
ROW Director

Right Of Way Department
1902 Joe Stephens Ave. Weslaco, Texas 78596 Telephone: 956-968-8733 Fax: 956-969-1417

To: Joseph Palacios, Chief Administrator
From: J. C. Cardenas JCC
RE: Mile 11 ¼ N.
Date: November 24, 2008

This is to inform you on the status of Mile 11 ¼ N. The Colonia Access Program plans to pave this road in the very near future. It has been establish that this particular road is not a county dedicated road at this time. I spoke to former, Judge Gilbert Garza, who owns the 50' road. He has advised me that he will fully cooperate with the county on what ever is needed. He is willing to sign over this piece of property to the county for the purpose of making it a county road.

I have received the signatures of Judge and wife Gilbert Garza on the 50' road of Mile 11 ¼ N. These signatures are for the purpose of Right of Entry and Possession. At this time, the county can start the process and of surveying the road with metes and bounds to make the road a county road and for the county to proceed with the paving plans of this particular road.

It will be put on the agenda this week for approval of proceeding with the contract for surveying the road. I will keep you informed on the status or any developments as it relates to this road.

Please advise me if this satisfactory for the time being. Do not hesitate to ask for any additional information you may need on this matter.

STATE OF TEXAS

COUNTY OF HIDALGO

PARCEL NO: 1

PROJECT: North Capisallo Subdivision
Mile 11 ¼ North Road

RIGHT OF ENTRY AND POSSESSION

WHEREAS, Gilbert Garza and Anadelia Garza, 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 24th day of November, 2008.

Gilbert Garza

Anadelia G. Garza

Gilbert Garza and wife Anadelia G. Garza acknowledged this instrument before me this 24th day of November, 2008.

MARIA G. YBARRA
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-03-2009

Notary Public, State of Texas

ACCEPTED AND AGREED TO by the County of Hidalgo this the _____ day of November, 2008.

County of Hidalgo Right-of-Way Department

BY: _____

AI-12608 **11.E.**

Approval of Payment - San Carlos Drainage Improvement Project

CC REGULAR

Date:	12/09/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration and approval to issue payment in the amount of $2,400 for license agreement on a certain tract of land described as Lot 12 Kaylen Heights Subdivision- San Carlos Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Precinct 4 - Road & Bridge ROW account
Line Item transfer - Pending approval

FISCAL YEAR: **ACCT. #:** 8-1204-431-00-124-036-0-711

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

BUDGETARY IMPACT:

Available balance is $87,572.51 as of 12/4/08.

Attachments

Link: Kaylen Heights # 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 07:47 AM	APRV
2	Dale Kennan	Dale Kennan	12/04/2008 02:57 PM	APRV
3	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Sandra Garcia — Started On: 12/03/2008 03:46 PM

Final Approval Date: 12/05/2008

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

TO: Comm. Oscar L. Garza Jr.
Hidalgo County Pct # 4
Attn. Rumaldo Muniz, Jr. Accts. Payable

FROM: Mr. J. Benito Rodriguez
Right Of Way Agent

DATE: December 3, 2008

RE: San Carlos Drainage Improvements Project
Kaylen Heights Unit # 3

Comm. Garza,

Attached please find a copy of an executed License Agreement, copy of settlement offer approved by Commissioners' Court and a signed 1099-S form by the land owner Norma Mijares on the above-mentioned project. A check in the amount of $2,400.00 needs to made payable to Norma Mijares from your Precinct # 4 Account No. _____ set it for this project.

Commissioners' Court approved this project on November 12, 2008 and in open and closed executive session on December 2, 2008.

Should you have any questions, please feel free to call.

Approved _____
Comm. Oscar L. Garza Jr.

Approved _____
Jose N. Pena, ROW Director

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

STATE OF TEXAS §
§ LICENSE AGREEMENT
COUNTY OF HIDALGO §

THIS AGREEMENT is made this 2 day of December, 2008 by and between Norma Mijares its duly authorized owner, whose address is 111 Grace LN. Edinburg,Tx.78539 , Texas hereinafter called **Licensor**, and the Hidalgo County, acting by and through the Hidalgo County Commissioners Court, whose address is 100 East Cano Street , Edinburg, Texas, hereinafter referred to as **Licensee**.

RECITALS

Licensors are the owners of those certain tracts or parcels of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A" which is attached hereto and incorporated herein for any and all purpose.

Licensee intends to occupy all or portions of the Parcel for the purpose of storing drainage construction materials, equipment, vehicles, backhoes, water pumps, and spoil on said Parcel.

Licensor has agreed to allow Licensee access to the Parcel described on Exhibit "A" for the limited purpose and upon the terms and conditions herein expressed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Licensor for and in consideration of the sum of Two Thousand Four Hundred and 00/100) Dollars ($2,400.00) and other good and valuable consideration to them in hand paid by the Hidalgo County, the receipt and sufficiency of which is hereby acknowledged and confessed, have agreed and by these presents agree to extend to Licensee the right and privilege to enter upon the Parcel herein described for the sole purposed herein stated. The right and privilege of entry is conditioned strictly upon the following terms and conditions:

1. The right and privilege of entry shall extend to Hidalgo County and any contractor entering by and through Hidalgo County for the sole purpose of performing any of the work contemplated by this Agreement. Any further attempt to assign this license will terminate the license without notice.

2. The right and privilege to terminate this agreement by either party by giving thirty (30) days notice to the other party. This Agreement shall extend from the Effective Date of this Agreement for six (6) months and at the expiration of six (6) months shall have the option to extend for an additional six (6) months.

3. Licensee shall be solely responsible for restoring the land to it's original stage and any damages to the Property or injury to third parties resulting from or arising from Licensee's exercise of the license under this Agreement.

Licensor:

BY: Norma Mijares
Norma Mijares

Licensee:
County of Hidalgo

by:
County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Norma Mijares, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 2 day of December, 2008.

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

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 Juan D. Salinas, County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 2 day of December, 2008.

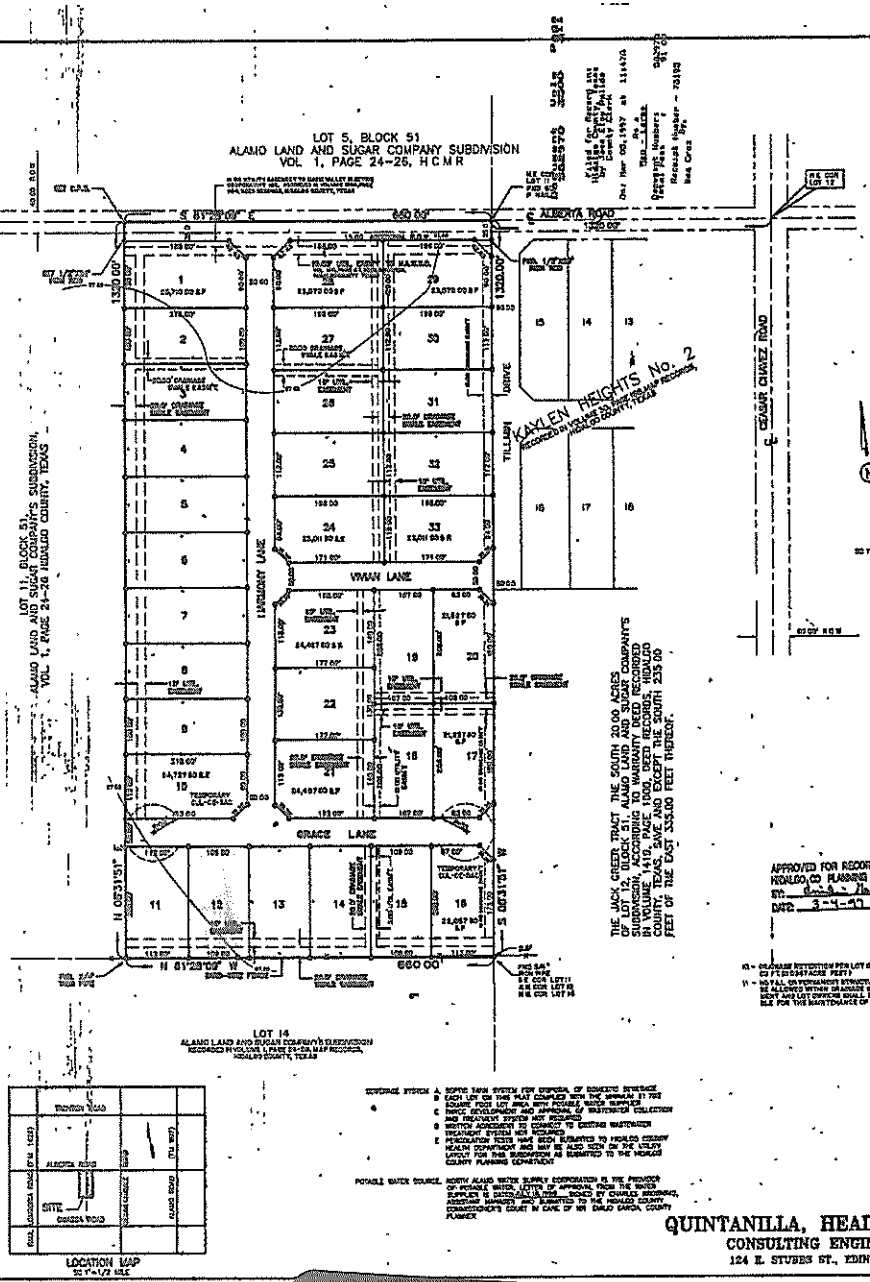
J. BENITO RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

VOL 32 PG 36

KAYLEN HEIGHTS NO. 3

BEING A SUBDIVISION OF THE EAST 20.00 ACRES OF LOT 11, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.



NOTES AND BOUNDS

A 20.00 ACRE TRACT OF LAND BEING THE EAST HALF (E/2) OF LOT ELEVEN (11), BLOCK FIFTY-ONE (51), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1410, PAGE 1960, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING AT A 60 PENNY NAIL FOUND IN THE CENTERLINE OF ALBERTA ROAD FOR THE NORTHEAST CORNER OF LOT 11, THE NORTHWEST CORNER OF LOT 12, THE NORTHWEST CORNER OF KAYLEN HEIGHTS NO. 2 SUBDIVISION AS VOLUME 29, PAGE 49, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND THE NORTHEAST CORNER OF THIS TRACT

THENCE, S 08°31'51"E, ALONG THE EAST LINE OF LOT 11, THE WEST LINE OF KAYLEN HEIGHTS NO. 2, AND THE WEST LINE OF LOT 12, PASSING A 1/2" IRON ROD 20' IN LENGTH FOUND AT 20.00 FEET FOR THE SOUTH N.W. LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A 3/4" IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF LOT 11, THE SOUTHWEST CORNER OF LOT 12, AND THE NORTHEAST CORNER OF LOT 14, AND THE SOUTHEAST CORNER OF THIS TRACT

THENCE, N 81°29'00"W, ALONG THE SOUTH LINE OF LOT 11, AND THE NORTH LINE OF LOT 14, A DISTANCE OF 660.00 FEET TO A 3/4" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF THE EAST 20 ACRES OF LOT 11, THE NORTHWEST CORNER OF LOT 14, AND THE SOUTHEAST CORNER OF THIS TRACT

THENCE, N 08°31'51"E, ALONG THE EAST LINE OF THE EAST 20 ACRES OF LOT 11, PASSING A 1/2" IRON ROD 20' IN LENGTH SET AT 1300.00 FEET FOR THE SOUTH N.W. LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A 60 PENNY NAIL FOUND FOR THE NORTHEAST CORNER OF LOT 11, AND IN THE CENTERLINE OF ALBERTA ROAD FOR THE NORTHEAST CORNER OF THE EAST 20 ACRES OF LOT 11, AND THE NORTHWEST CORNER OF THIS TRACT

THENCE, S 81°29'00"E, ALONG THE NORTH LINE OF LOT 11, AND THE CENTERLINE OF ALBERTA ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 20.00 ACRES OF LAND MORE OR LESS

BEARINGS BASED ON THE EAST LINE OF SUBDIVISION WITH BEARING RECORDED IN VOL. 29, PAGE 49, MAP RECORDS, HIDALGO COUNTY, TEXAS

CHECKED FOR ACCURACY BY: 2/25/97

APPROVED FOR RECORDING HIDALGO CO. PLANNING DEPT. BY: DATE 3-4-97

Recorded on volume 32 Page 36 of the map records of Hidalgo County, Texas
Weldon and Hurd, Inc.

NOTES:

1 - FLOOD ZONE DESIGNATION ZONE "B" (AREA BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD, C.P.N. 480334 0002C MAP REVISED NOV 16, 1982)

2 - ONE SINGLE FAMILY DWELLING PER LOT

3 - MINIMUM FINISH FLOOR ELEVATION 18" ABOVE TOP OF CURB (HIGHEST POINT OF LOT)

4 - LEGEND: 0 - CONCRETE 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% OF LOT DEPTH NOT TO EXCEED 40.00'
SIDE 7.00'
SIDE ADJOINING STREET 15.00'

7 - NO ACCESS SHALL BE ALLOWED TO ALBERTA ROAD FOR LOTS 1, 28, 29

8 - BENCH MARK = 89.5
1/2" IRON ROD 100.0 M.E. WEST OF CENTERLINE OF TILLMAN LANE AND THE SOUTH R.O.W. LINE OF ALBERTA ROAD

9 - LOT OWNERS WILL BE ASSESSED FOR PAVING IMPROVEMENTS ON ALBERTA ROAD

DRAINAGE SYSTEM A. SEPTIC TANK SYSTEM FOR DISPOSAL OF DOMESTIC SEWERAGE. B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FOOT LOT SIZE REQUIREMENT. C. SEWER SERVICE LINES, ALIGNMENT AND APPROVAL OF WASTEWATER COLLECTION AND TREATMENT SYSTEM. D. WASTEWATER COLLECTION AND TREATMENT SYSTEM NOT CONNECTED TO EXISTING WASTEWATER TREATMENT SYSTEM NOT CURRENTLY AVAILABLE. E. INSTALLATION PLANS AND SPECIFICATIONS SUBMITTED TO HIDALGO COUNTY HEALTH DEPARTMENT AND MAY BE ALSO SIZE OF THE SEPTIC SYSTEM FOR THIS SUBDIVISION SHALL BE SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT

POTABLE WATER SOURCE. NORTH ALAMO WATER SUPPLY CORPORATION IS THE PROVIDER OF POTABLE WATER. LETTER OF APPROVAL FROM THE WATER SUPPLIER IS ATTACHED AS NOTE. SIGNED BY CHARLES BEDDINGER, GENERAL MANAGER. SHALL BE SUBMITTED TO THE HIDALGO COUNTY COMMISSIONER'S COURT IN CARE OF MR. EMILIO GARCIA, COUNTY PLANNER

APPROVED: 2-24-97

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
124 E. STUBES ST., EDINBURG, TEXAS 78539 PH (210) 381-5480

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS KAYLEN HEIGHTS NO. 3 SUBDIVISION TO THE COUNTY OF HIDALGO, TEXAS AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

BOB A. GARCIA

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BOB A. GARCIA KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 24th DAY OF February, 1997.

SUSAN A. HEADLEY
NOTARY PUBLIC, STATE OF TEXAS
COMM. EXP. 8-1-97

SUSAN A. HEADLEY
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS THE 5th DAY OF March, 1997.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID NO. 2 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HCID NO. 2 GENERAL MANAGER.

Earl Fo Weldon
SECRETARY

PRESIDENT

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHERE BY APPROVAL, IS RELEASED.

02/24/97
DATE

CHAIRMAN PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHERE BY APPROVAL IS RELEASED.

MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO

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

JOSE A. HINOJOSA
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4626

JOSE A. HINOJOSA
REG. NO. 4626

STATE OF TEXAS
COUNTY OF HIDALGO

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

MANUEL M. QUINTANILLA
REGISTERED PROFESSIONAL ENGINEER
NO. 49018

MANUEL M. QUINTANILLA
REG. NO. 49018 6-19-96

EXHIBIT
tabbies
"A"

To whom it may concern,

It is my understanding my property, lot 12 of Kaylen Hts. Subdivision, is being considered to be used for storing construction equipment, materials and vehicles for the proposes of constructing a drainage system for the surrounding area that includes Kaylen Hits. I have been approached by the County's Right of Way Agents and been offered an amount of $1,000.00 for a period of six month with an option for more time if needed.

I have discussed this matter with my ex-husband and have agreed to lease it for the amount of $2,400.00 for a period of 6 months as discussed.

Sincerely,

Norma M. Juarez

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

MEMO

JOSE N. PEÑA
Director

To: **Commissioners' Court**

From: **J. Benito Rodriguez**
Right of Way Agent

Date: **December 2, 2008**

Subject: **San Carlos Drainage Improvements Project: Kaylen Hts.**
License Agreement- Norma Mijares

Approved Value By CC	**$ 1,500.00**
Settlement Demand	**$ 2,400.00 ****
Difference	**$ 900.00 *****

*****See attached letter**

Commissioners' Court Executive Session December 2, 2008.

12/2/08 **Approved**

_____ **Not Approved**

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

6. **Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 2 in the amount of $82,124.00 for the "South Tower Estates Subdivision" with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 in connection with Contract No. 008-381-09-16.**

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

D. **Pct. 3**

1. **Requesting approval of plans and specifications developed and drafted by project architect Alcocer Garcia Associates Design Consulting for Hidalgo County Precinct No. 3- "Construction and Site improvements of Meeting Hall/Pavilion" (RFB No. 2008-406-12-17-MSS)**

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

E. **Pct 4** 11/12/08

1. **Request for consideration, discussion and authorization to proceed with, including, but not limited to the following:**
(A) request title reports, appraisals and approval to negotiate possible acquisition;
(B) to enter into a license agreement with lot #12, of Kaylen Heights #3 with legal owner in the amount of $1,500.00 for Drainage Improvements Project #2008-446-DIP-4.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items A & B.

2. **Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $ 99,095.00 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. to provide "surveying services" in connection with Contract No. C-08-433-11-04 - "PAVED/UN-PAVED ROAD CONSTRUCTION/DRAINAGE PROJECTS" (on an as needed basis) for (SAN CARLOS DRAINAGE IMPROVEMENTS) within Hidalgo County Precinct No.4**

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

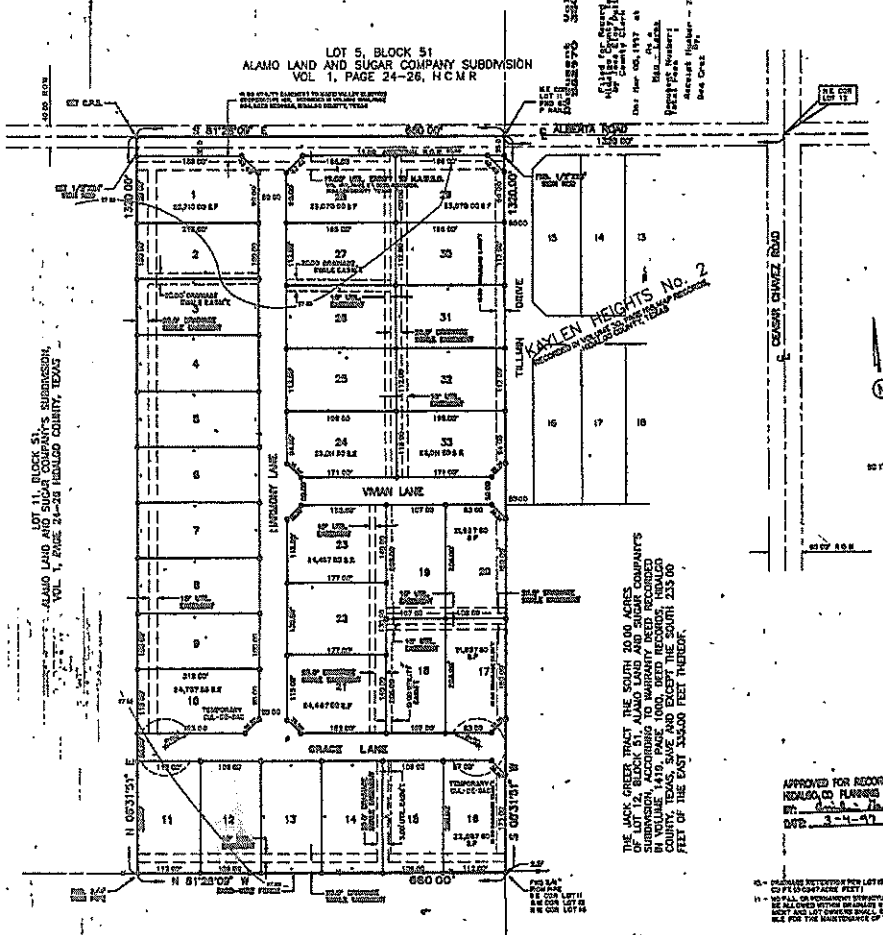
F. **Buildings & Grounds**

1. **Presentation for discussion, consideration and approval to award proposal received (through Hidalgo County's membership/participation with state, cooperative purchasing programs or interlocal awarded jobs or construction services vendors) from Clean Air Solutions for the provision of labor, materials and related accessories, to include but not limited to Retrofit to Mechanic Shop for use of Elections Department in an amount not to exceed $240,000.00 under project #2008-300-11-06-MSS.**

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

KAYLEN HEIGHTS NO. 3

BEING A SUBDIVISION OF THE EAST 20.00 ACRES OF LOT 11, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.



NOTES AND BOUNDS

A 20.00 ACRE TRACT OF LAND BEING THE EAST 660.00 FEET OF LOT ELEVEN (11), BLOCK FIFTY-ONE (51), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1811, PAGE 194, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING AT A 60 PENNY NAIL FOUND IN THE CENTERLINE OF ALBERTA ROAD FOR THE NORTHEAST CORNER OF LOT 11, THE NORTHWEST CORNER OF LOT 12, THE NORTHEAST CORNER OF EASTER ESTATES NO 2 RECORDED IN VOLUME 30, PAGE 168, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND THE NORTHEAST CORNER OF THIS TRACT

THENCE; S 81°23'02"E, ALONG THE EAST LINE OF LOT 11, AND WEST LINE OF EASTER ESTATES NO 2, AND THE WEST LINE OF LOT 12, PASSING A 1/2" IRON ROD SET 30' IN LENGTH FOUND AT 30.00 FEET FOR THE SOUTH E C N LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1350.00 FEET TO A 3/4" IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF EASTER ESTATES NO 2 AND THE NORTHEAST CORNER OF LOT 11, THE SOUTHWEST CORNER OF LOT 12, THE NORTHEAST CORNER OF LOT 14, AND THE SOUTHEAST CORNER OF THIS TRACT

THENCE; N 81°23'02"W, ALONG THE SOUTH LINE OF LOT 11, AND THE NORTH LINE OF LOT 14, A DISTANCE OF 660.00 FEET TO A 3/4" IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF THE EAST 20 ACRES OF LOT 11, BEING FIVE-EIGHTHS (5/8) OF LOT ELEVEN (11), BLOCK FIFTY-ONE (51), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO MAP OR PLAT RECORDED THEREOF, RECORDED UNDER COUNTY CLERK'S DOCUMENT NO 868319, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE SOUTHWEST CORNER OF THIS TRACT

THENCE, N 05°31'51"E, ALONG THE EAST LINE OF THE DAVID J. FOSTER TRACT, PASSING A 1/2" IRON ROD SET 30' IN LENGTH SET AT 1308.36 FEET FOR THE NORTH E O F LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1335.00 FEET TO A CUTOUT FOUND ACCEPTED AS THE NORTH LINE OF LOT 11, AND IN THE CENTERLINE OF ALBERTA ROAD FOR THE NORTH-EAST CORNER OF THE DAVID J. FOSTER TRACT, AND THE NORTHWEST CORNER OF THIS TRACT

THENCE, S 81°23'02"E, ALONG THE NORTH LINE OF LOT 11, AND THE CENTERLINE OF ALBERTA ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 20.00 ACRES OF LAND MORE OR LESS

BEARINGS SHOWN ON THIS SURVEY ARE IN ACCORDANCE WITH KAYLEN HEIGHTS NO 2, RECORDED IN VOLUME 30, PAGE 168, MAP RECORDS, HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE ____ SUBDIVISION TO THE CITY OF ____ AND WHOSE NAME(S) IS/ARE SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, EASEMENTS, DRAINS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

BOB A. GUTIN

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BOB A. GUTIN KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 28th DAY OF January, 1998

SUSAN A. HEADLEY
NOTARY PUBLIC

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS THE 5th DAY OF September, 1998

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID NO 2 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HCID NO 2 GENERAL MANAGER.

SECRETARY

PRESIDENT

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION IS GRANTED APPROVAL AS TO CONFORMANCE WITH ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY EXCEPTION BY APPROVAL IS REQUIRED

8/24/98
DATE

CHAIRMAN PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHICH MY APPROVAL IS REQUIRED.

MAYOR

ATTEST

STATE OF TEXAS
COUNTY OF HIDALGO

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

JACK A. HEADLEY
R.P.L.S. NO. 4264

STATE OF TEXAS
COUNTY OF HIDALGO

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

GREGORY M. HOWARD
P.E. No. 64248 6-19-98

APPROVED FOR RECORDING
HIDALGO CO. PLANNING DEPT.
BY: Linda Hinojosa
DATE 3-4-97

CHECKED FOR ACCURACY BY: [signature] 2/25/97

Recorded in Volume 32 Page 36 of the map records of Hidalgo County, Texas
Holden and Hanz, Inc.

COUNTY CLERK, HIDALGO COUNTY, TEXAS
This the 4th day of Mar 1997
JOSE FLORES, JR. COUNTY CLERK
By Maria Bustamante Deputy

NOTES:

1 - FLOOD ZONE DESIGNATION ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD C.P.N. 480334 0425D MAP REVISED NOV 16, 1982

2 - ONE SINGLE FAMILY DWELLING PER LOT

3 - MINIMUM FINISH FLOOR ELEVATION 18" ABOVE TOP OF CURB (HIGHEST POINT ON LOT)

4 - LEGEND 4 - SQUARE 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 25% OF LOT DEPTH NOT TO EXCEED 40.00'
SIDE 10'
SIDE ADJOINING STREET 15.00'

7 - NO ACCESS SHALL BE ALLOWED TO ALBERTA ROAD FOR LOTS 1, 12, 23

8 - BENCH MARK: BM #1
SET 1/2 REBAR WITH PLASTIC CAP STAMPED "BM #1" 0.5' WEST OF CENTERLINE OF HARMONY LANE ON THE SOUTH R.O.W. LINE OF ALBERTA ROAD

9 - LOT OWNERS WILL BE ASSESSED FOR PAVING IMPROVEMENTS ON ALBERTA ROAD

SEWERAGE SYSTEM: A. SEPTIC TANK SYSTEM FOR DISPOSAL OF DOMESTIC SEWERAGE. B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FOOT LOT AREA REQUIREMENT FOR PUBLIC WATER SUPPLIED. C. PUBLIC DEVELOPMENT AND APPROVAL OF WASTEWATER COLLECTION AND TREATMENT SYSTEM REQUIRED. D. WRITTEN AUTHORIZATION TO CONNECT TO CENTRAL WASTEWATER TREATMENT SYSTEM NOT OBTAINED. E. PLANS AND SPECIFICATIONS FOR PRIVATE WASTEWATER TREATMENT SYSTEM HAVE BEEN SUBMITTED TO HIDALGO COUNTY HEALTH DEPARTMENT AND MAY BE ALSO SEEN ON THE LOT'S LAYOUT FOR RISE ENDORSEMENT SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT

POTABLE WATER SOURCE: NORTH ALAMO WATER SUPPLY CORPORATION IS THE PROVIDER OF POTABLE WATER. LETTER OF APPROVAL FROM THE WATER SUPPLIER IS DATED JULY 15, 1996 SIGNED BY CHARLES BROWNING, ASSISTANT MANAGER AND SUBMITTED TO THE HIDALGO COUNTY COMMISSIONERS COURT IN CARE OF THE HIDALGO COUNTY PLANNER

APPROVED:
[signature] 3-24-97
COUNTY JUDGE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
124 E. STUBBS ST., EDINBURG, TEXAS 78539 PH (210) 381-5480

EXHIBIT "A"

AI-12556 **12.A.**

Interdepartmenatal Transfer from Eldora 1426 312 to Tiny Acres 339

CC REGULAR

Date:	12/09/2008
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Intradepartmental Transfers:

Information

CAPTION

Border Colonia Access Program - Pct. 2:
Approval of 2008 interdepartmental transfer within BCAP Pct. 2 from Eldora/1426 Santana Subdivision (program 253) to Tiny Acres Subdivision (program 740) in the amount of $3,066.22, to fund on-going project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 ACCT. #: 8-1311-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

From 8-1311-431-00-122-253-0-312 and 8-1311-431-00-122-253-0-841 Eldora/1426 Santana to 8-1311-431-00-122-740-0-339 Tiny Acres; funding available for transfer as of 12-04-08.

Attachments

Link: TRANSFER FROM ELDORA 1426 312 TO TINY ACRES 339

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/02/2008 09:09 AM	APRV
2	Dale Kennan	Dale Kennan	12/04/2008 07:38 AM	APRV
3	Auditor's Office	Becky Morales	12/05/2008 04:02 PM	APRV

Form Started By: Marcie Jackson Started On: 12/01/2008 04:51 PM

Final Approval Date: 12/05/2008

INTERDEPARTMENTAL TRANSFER

DATE: December 1, 2008

DEPARTMENT HEAD: Agapito Vargas, Jr.

DEPARTMENT NAME: Border Colonia Access Program - Pct. 2

ACCOUNT NUMBER: 8-1311-431-00-122-XXX-0-XXX.

SUBJECT: **Interdepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1311-431-00-122-253-0-312	SANTANA SUBD/ELDORA RD-INDIRE	(2,289.57)
8-1311-431-00-122-253-0-841	SANTANA SUBD/ELDORA RD-AID 2	(776.65)
TO:		
8-1311-431-00-122-740-0-339	TINY ACRES-OTHER PROF SERV	$ 3,066.22
	Total Transfer Amount	**$3,066.22**

REASON: TRANSFER TO COVER FUNDS FOR COSTS NEEDED TO COMPLETE PROJECT.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-12563 **13.A.**

Agreement with City of San Juan for Fire Truck

CC REGULAR

Date:	12/09/2008
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Discussion, consideration and approval of Interlocal Agreement between the County of Hidalgo and the City of San Juan (for purchase of a Fire Rescue Vehicle to be used by San Juan Fire Dept.).

BACKGROUND

Letter from Urban County Program to utilize funds from Precinct #2 Fire Station/Equipment funds.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding up to $110,000.00 available from Urban County as per attached memo.

Attachments

Link: Urban County Memo

Link: Interlocal for Fire Truck Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/02/2008 11:50 AM	APRV
2	Dale Kennan	Dale Kennan	12/04/2008 09:47 AM	APRV
3	Auditor's Office	Becky Morales	12/05/2008 04:03 PM	APRV
4	Purchasing Department	Marty Salazar	12/05/2008 04:32 PM	APRV

Form Started By: Yolanda Cisneros — Started On: 12/02/2008 11:36 AM

Final Approval Date: 12/05/2008

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM
MEMORANDUM

To: Commissioner Hector "Tito" Palacios

From: Antonio Barco, CD Compliance Manager

Date: December 1, 2008

RE: Purchase of Brush Unit for San Juan

This will serve to formally advise you that Precinct #2 Fire Station/Equipment Urban County Program funds for the purchase of a brush unit to be used in the City of San Juan is an eligible activity. On November 12, 2008, Hidalgo County Commissioners' Court approved a budget and program amendment to add the purchase of the brush unit to the Precinct #2 2008 work plan. Currently, there is $110,000.00 allocated for the purchase of the brush unit.

If further information is required, please advise. Thank you.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF SAN JUAN, TEXAS

This Agreement is made on this the _____ day of _____**, 2008**, by and between the **CITY OF SAN JUAN, TEXAS,** hereinafter referred to as "City" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a General Law municipality located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, The County desires to contribute Community Development Block Grant ("CDBG") funds from Year 21 (2008) Fire Station/Equipment, for the San Juan Fire Department , including but not limited to the purchase of a 2008 Ford F550 CAB/CHASSIS Fire Rescue Vehicle as described in Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such contribution to City as described herein;

WHEREAS, City 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;

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **County agrees to** contribute CDBG funds to City in an amount not to exceed (i.e., One Hundred Thousand Dollars and No Cents ($110,000.00) from the Urban County Year 21 (2008) Fire Station/Equipment Activity.

2. **County shall** be responsible for the purchase of equipment as listed on "Exhibit A".

3. **Following** the purchase as described in Exhibit "A", the parties agree that the County will be released of any and all duties imposed by this Agreement.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies,

and procedures with respect to the portion of the work under this Agreement performed by each party.

5. **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 a 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 necessary to bring them within the legal requirements and during the times such conflict exists.

6. **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 thereof.

7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any 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 City and County, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (I) personally delivered against a written receipt, or addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	City of San Juan Attention: Mayor Pedro Contreras San Juan, Texas 78538
If to County:	Hidalgo County, Texas Attention: Juan D. Salinas III, County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78540-0758
With copy to:	Hector “Tito” Palacios, Commissioner, Precinct No. 2 301 E. State Avenue 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.

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

11. **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.

12. **Assignment.** This Agreement shall not be assignable.

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

14. **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.

15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

17. **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, that 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 provision of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF SAN JUAN

_____
Pedro Contreras, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____
Juan D. Salinas III, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

Exhibit "A"
Description of Activity

Purchase of a 2008 Ford F550 Cab/Chassis Fire Rescue Vehicle VIN # 1FDAF57R29EA25577 for the City of San Juan Fire Department.

Exhibit "B"
Budget

Contribution of funds not to exceed $110.000.00 will be utilized from Urban County Year 21 (2008) Fire Station/Equipment Activity.

AI-12648 **14.A.**

Pct. #4 Interdepartmental Transfer to fund Drainage Improvement Project

CC REGULAR

Date: 12/09/2008
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Precinct #4

Information

CAPTION

Drainage Improvement Project (1204):
Approval of 2008 interdepartmental transfer within Pct. #4 from R & B to Drainage Improvement Project (1204) in the total amount of $18,400.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1204-431-00-124-007-0-734-->8-1204-431-00-124-036-0-733 $18,400.00

Available balance as of 12-4-08 $72,829.88

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 11:08 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/04/2008 04:24 PM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:49 PM	APRV
4	Manuel Chapa	Manuel Chapa	12/05/2008 07:06 AM	APRV
5	Purchasing Department	Marty Salazar	12/05/2008 10:34 AM	APRV

Form Started By: Jr. Munoz Started On: 12/04/2008 10:57 AM

Final Approval Date: 12/05/2008

DATE: December 4, 2008

Revised

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr **AI# 12648**

DEPARTMENT NAME: Hidalgo County Pct. #4 - Road & Bridge

ACCOUNT NUMBER: 8-1204-431-00-124-0XX-0-XXX

SUBJECT: Interdepartmental Transfer

CONTACT PERSON: Rumaldo Munoz Jr. **PH# :** 956-383-3112

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
8-1204-431-00-124-007-0-734	Pct. #4 Road & Bridge - Subdivision Streets	(18,400.00)
8-1204-431-00-124-036-0-733	Pct. #4 Drain Imprv. Proj. -Drainage Ditches	18,400.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Interdepartmental transfer within Pct. #4 from R&B to Drain Imprv Proj. in the amount of $18,400.00 to cover agenda item AI-12104 & AI-12379 CC 11/12/2008 & 11/25/2008 respectively.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-12639 **15.A.4.**

Proposals for Group Voluntary Dental Plan

CC REGULAR

Date:	12/09/2008
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation of the scoring grid for Hidalgo County's RFP: "Group Voluntary Dental Plan" from the responses received for discussion, consideration and action in order that Commissioners Court rank and award the project.

BACKGROUND

Grid will be presented at Commissioner's Court meeting.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The is an participating employee expense.

Attachments

Link: participating log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/05/2008 10:30 AM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 10:49 AM	APRV
3	Dale Kennan	Dale Kennan	12/05/2008 11:29 AM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:05 PM	APRV

Form Started By: Gricelda Villarreal — Started On: 12/04/2008 08:24 AM

Final Approval Date: 12/05/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

PROPOSAL ACCEPTANCE DATE: December 1, 2008	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF PROPOSAL: "Group Voluntary Dental Plan"

PROPOSAL NO: 2008-350-12-01CGV

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#01	Standard Insurance Company Portland, Oregon	√√√	√√√
#02	Sunlife Financial Austin Texas	√√√	√√√
#03	MetLife Insurance Company Houston, Tx	√√√	√√√
#04	United Concordia Companies, Inc Harrisburg, PA	√√√	√√√
#05	Fort Dearborn Life Ins. Company Richardson, Tx	√√√	√√√
#06	Delta Dental Ins Austin,Tx	√√√	√√√
#07	Allstate Workplace Division Jacksonville, Fl	√√√	√√√
#08	Dental Select Salt Lake City, UT	√√√	√√√
#09	Guardian Life Insurance Austin, Tx	√√√	√√√
#10	Ameritas Life Insurance Corp San Antonio ,Texas	√√√	√√√

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

PROPOSAL ACCEPTANCE DATE: December 1, 2008	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF PROPOSAL: "Group Voluntary Dental Plan"

PROPOSAL NO: 2008-350-12-01CGV

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#11	Sunlife Financial Dallas, Tx	√√	√√
#12	Humana Dental McAllen, Texas	√√	√√
#13			
#14			
#15			
#16			
#17			
#18			
#19			
#20			

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

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: December 1, 2008 **RFP ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "Group Voluntary Dental Plan"
RFP NO: 2008-350-12-01CGV

NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Policy XL, LC Gregg Barfield	email	CGV greggb@policyxl.com	1114-18	PO Box 9624 College Station, Tx 77842 Ph: 979-219-3451 Fax: 979-859-1993
2. Jesse Trevino Insurance Agency, Inc. Agapito B. Flores	Email	CGV nsalazar@jtiai.com	11-14-08	3835 Callaghan Rd, ste 320 San Antonio, Tx 78228 Ph: 210-521-8803 Fax: 210-521-8854
3. Gameplan Insurance Agency Gerald G. Haynes	Email	CGV Gerald@hameplan-insurance.com	11-14-08	8215 Svy Tualatin Sherwood Rd Ste. 200 Tualatin, OR 97062 Ph: 503-454-2844 Fax: 866-764-6953
4. Strategic Sales Consultant Judy Sen	Email	CGV Jayati_sen@uhc.com	11-14-08	Ph: 770-300-3565 Fax: 404-918-3826
5. Alamo Insurance Group Xavier Guevara/Leticia Garcia	Email	CGV jguevara@alamoinsgrp.com Fax: 210-524-7164	11-14-08	3201 Cherry Ridge Drive Suite D405 San Antonio, Texas 78230 Ph: 210-524-7113
6. Metropolitan Life-Insurance Co. Tina Saunders-Griffin	Email	CGV tsaunders@metlife.com ph: 972-248-1710 Fax: 972-934-8723	11-14-08	5400 LBJ Freeway Ste. 1100, Lockbox 30 Dallas, Tx 75240
7.United Concordia Dental Andy Hiller	Email	CGV hillyera@hotmail.com PH: 281-386-7244	11-14-08	
8. Carruth and Associates Dennis R. Carruth	Email	CGV carruthandassoc@aol.com Ph: 682-1023	11-14-08	308 Nolana McAllen, Tx 78504 Fax: 682-0165
9. Puro Aseguro Roberto Ramirez	Email	CGV rr@puroaseguro.com	11-14-08	514 South I Road, Ste A Pharr, Tx 78577 Ph: 783-1137 Fax: 787-1927
10. Valley Risk Consulting Mike De La Rosa	Email	CGV mikedlr@vrctx.com	11-14-08	Ph: 956-664-1430 Fax: 630-1984

11. Insurance solutions Sandy Sanchez	Email	CGV ssanchez@isolutions.biz Ph: 956-687-1717 Fax: 956-687-1716	11-14-08	3512 N. 23rd St. Ste. C McAllen, Tx 78501
12. Multi-line Agency, Inc. Jeffrey W. Everitt	Email	Jeff_insurance@yahoo.com	11-14-08	3604 N. mcColl McAllen, Tx 78501 Ph: 668-0202 Fax: 668-8989
13. Bob Trevino Insurance Agency Omar Carrasco	Email	Ocarrasco03@aol.com	11-14-08	819 North I Road Pharr, TX 78577 Pha: 781-7771 Fax: 781-9318

***VIA: IN PERSON (IP)**
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

AI-12622 **15.A.5.**

Off Premises Records Storage, Management, Pickup, Retrieval & Delivery Services

CC REGULAR

Date:	12/09/2008
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for consideration, discussion and action (if applicable) to award to the sole bid received meeting all specifications and requirements with approval of contract for: Off Premises Records Storage, Management, Pickup, Retrieval & Delivery Services for Hidalgo County WIC Program, HIDTA Task Force and Other County Departments" on an "as needed basis". RFB No. 2008-162-09-24-otm

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 1292-441-00-350-001-8-350

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

BUDGETARY IMPACT:

Attachments

Link: draft contract

Link: participation log

Link: tab sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 05:11 PM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 07:48 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	12/05/2008 09:38 AM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Olga Montero Started On: 12/03/2008 04:13 PM

Final Approval Date: 12/05/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-162-12-09

THIS CONTRACT is made and entered into this 9th day of December, 2008 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and CTC Distributing Inc., a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up & Delivery Services"** on **an "As Needed Basis"** for WIC Program and All Other County Departments;

WHEREAS, Company submitted a bid to provide services in accordance with the specifications, a copy of such specifications and bid being attached hereto as Exhibit "A" (the "Specifications") and Exhibit "B" ("Bid Response"), and incorporated herein for all purposes; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services described in the Specifications through Company's, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the services described in the Specifications for (WIC Program and All Other County Departments) (the "Department"). This Contract does not extend to any third

parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

a. Storage of all new/additional records in new proper storage boxes;
b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
c. Delivery of files and/or boxes requested by Department;
d. Permanent destruction of files no longer required to be stored;
e. Provision of replacement boxes at no charge to County;
f. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
g. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in page 5 (#26). **Hidalgo County WIC Program records need to be identified at the file level by the family identifications number, last name and be assigned a barcode.)**

The services described in items 2 (a-g) shall be referred to as the "Services". Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions**: For purposes of this Contract, the following terms shall mean:

a. "**Request**" for a file or box shall consist of the Department providing a written form (see Exhibit G) to Company for the exact file/box sought for Retrieval and Delivery.

b. "**Retrieval**" shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

c. "**Delivery**" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

d. "**Pick Up**" shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company's facility.

e. "**Destruction of Files**" is defined to mean when a file meets the requirements to be removed from storage in accordance with State law, the Company shall notify the Department in writing of the file's status. After receiving permission from the Department, the bidder shall be responsible for destroying the file in accordance with state guidelines. Such Destruction of Files shall transpire following a process by which Company formulates a retention schedule as required by State law and destroys the file following the foregoing process.

4. **Term**. This Contract shall be for a period beginning December 9, 2008 and ending on December 8,2009 and may be extended at the sole discretion of County for an additional ninety (90) days (the "Grace Period") for unforeseen delays in the award of a new bid or the County's inability to obtain all records from the storage site.

5. **Renewal**. County may renew this Contract for two (2) additional one (1) year periods. Except as otherwise provided herein all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day of the contract period.

6. **Hours of Service**. Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment's notice 24 hours a day, upon written notification by the Department of an emergency situation (see Exhibit A).

7. **Payment**. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (see Bid Sheets) attached hereto payable against written invoice submitted by Company. The parties further agree that this Contract is on an "as-needed" basis as may be convenient and necessary for its proper records management operation and if at any time, the Department does not opt to request any Service in a particular month, no payment shall be due to Company for said month.

8. **Storage Box Specifications.** Contractor agrees to comply with the following box specifications for the storage of the Department's files:

Legal and Letter12 W X 15 L X 10 H;
Separate Cover; Triple Walled (Width);
Double Walled (Length);
Double Bottom.

9. **Bar Coding Specifications.** Contractor agrees to use the **Monarch Barcode** a bar-coding system to bar-code all files delivered to County from storage and all files picked up from County for storage. Such system is compatible with the County's internal bar-coding system and must be available at all times during the performance of this Contract.

10. As a condition of this Contract, the storage facility where County records will be stored must be located entirely within Hidalgo County.

11. Company agrees to be solely responsible for the review and compliance of all applicable statutes or regulations related to storage of public records. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations.

12. **Response Time**. The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10 a.m. and by 3 p.m. on the same day a request is made so long as such request is made no later than 1 p.m. For orders placed after 1 p.m., files and boxes shall be delivered on the next business day by 10 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

d. Permanent destruction of files shall occur within five (5) working days of permission to destroy.

13. **Facility Condition**. Company shall provide a storage facility that is free of dust and dirt buildup. The structure shall preferably be a standalone structure, but if shared with other businesses, a firewall of approved construction shall separate the two entities. The facility shall maintain a good fire prevention program based on good housekeeping procedures including but not limited to: (1) Smoking and use of open flame devices in storage areas shall be prohibited; (2) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness; (3) Such systems must include adequate smoke and fire early warning systems; (4) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have a manual shut-off devise to prevent unnecessary water damage to records; (5) Halon is preferred suppression system. The facility shall also be client and humidity controlled with humidity not exceeding sixty percent (60%) and the temperature shall not exceed 90 degrees Fahrenheit in the records storage area. Air quality must be

maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) exists.

14. **Pest Control and Inspections.** The Company agrees to maintain an adequate pest control program that includes at least two (2) termite, silverfish and carpenter ants inspections per year (at least once every six (6) months) by a qualified pest control service company. Proof of such inspections must be provided to the Department. Failure to provide proof of inspections within 10 days of such inspections may result in County terminating the contract without notice to vendor. The County shall be notified immediately if any insect infestation is detected inside the storage facility and immediate remediation measures shall be taken by Company to correct the infestation.

15. **Monthly Reports.** Department shall require Company to provide monthly activity reports reflecting the total number of containers in storage by media type, number of new containers (boxes) added; number of containers (boxes) permanently removed; number of boxes/files requested, number of boxes retrieved; number of boxes delivered and the number of boxes picked up for storage. In addition, the monthly report must include a list of files requested but not found. Monthly reports shall be due at the Department no later than the 10th day after the end of the month. During the first twelve (12) months of the Contract term, the Company agrees to provide County an inventory of all files stored on site.

16. **Security**. The Company shall provide protection against sabotage, theft and vandalism. All visitors to the storage facility shall be required to register upon entrance and monitored during their stay. Exists shall also be in areas that are closely monitored.

17. **On-Site Access**. Company shall work with Department on special projects

requiring temporary staging of records at the records storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering of boxes, conducting detailed searches, and for shifting files throughout a range of boxes. County agrees to provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes. Department also reserves the right to access the storage premises with reasonable written notice during regular working hours for the purposes of auditing, inspecting, and/or confirming files storage methods.

18. Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

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

20. **Insurance**. Company shall provide insurance in force on all its vehicles and all persons connected with providing the Services under this Contract naming County as an additional insured with coverage and in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes, and shall furnish to County certificates of such insurance coverage.

21. **Indemnification**. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees, for the defense of any action against County arising out of, resulting from, or connected with the provision of the Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

22. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

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

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

25. **Independent Contractor**. The Company, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of County in the provision of the Services. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent

Contractor, Company shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Contract.

26. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	CTC Distributing, Inc. Attn: Bruce Goldman 615 Blaze Blvd Edinburg, TX 78539

27. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28. **Termination**. This Contract shall be in effect until (a) the Contract expires; or (b) performance of all specifications, requirements and services are completed; or (c) terminated by either party with thirty (30) days written notice with or without cause; or (d) upon award of contract to a new bidder, whichever comes first.

29. Upon the termination or expiration of the Contract, the Company shall make available to the County, any and all County records it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or

expiration of the Contract in order for the County to transport such files to its own facility or another facility. All such files shall be made available to the County for transport at no additional cost to the County. **Company understands that all files held in storage on behalf of the County are important public records and are public property which must be returned to an appropriate County Official regardless of when and/or where they are located in the future.**

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

31. **TEXAS LAW TO APPLY. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

32. **Liquidated Damages**. The Company acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Department. The Company and County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the Company or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of this Contract, the Company

and County agree that Company shall pay to Hidalgo County, as liquidated damages, the sum of One Thousand Dollars and no/100ths ($1,000.00) for each file or portion of a file

33. **Changes to Contract**. The County Purchasing Department may at any time, by written order, and without notice to the Company's sureties, make reasonable changes within the general scope of the contract in any of the following: (1) method of delivery or pickup of files; (2) place of deliveries; (3) corrections of errors of a general administrative nature or other mistakes; the correction of which does not affect the scope of the contract, or does not result in expense to Company; (4) description of services to be provided which do not result in additional expenses to the Company; (5) time of performance (i.e. hours of day, days of week, etc.). All other amendments to the Contract shall be agreed to by bother parties and shall be made in writing by Contract amendment.

34. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

34. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and La Joya, and not

otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners' Court on, December 9, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY

_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

Exhibit ''A''

Specifications

Affidavit(s)

Attachments

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

EXHIBIT "A"

AFFIDAVIT

BEFORE ME, the undersigned Bruce Goldman authority on this 12th day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of CTC Dist. Ltd., bidder/offeror /contractor, of Hidalgo County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated September 12, 2008, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

Signature of Affiant

Bruce Goldman
Typed or Printed Name of Affiant

Owner
Title of Affiant

615 Blaze Blvd. Edinburg, TX 78539
Address

SUBSCRIBED AND SWORN to before me by the said BG this 12 day of September 2008, to certify which witness my hand and seal of office.

Notary Public in and for Hidalgo County, Texas.

Edna V. Rodriguez
Typed or printed name of notary

My commission expires:

Edna V Rodriguez
Notary Public, State of Texas
My Commission Expires:
August 23, 2012

EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

1. Brian Kelly Madden — Vice President
   Print Name — Title

2. Ron Haines — Controller
   Print Name — Title

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

Vehicles:

List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for each vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided. Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leased
2001	1FVABSAK21HH88932	29WBV1	Owned
2005 Ford F150	1FTPW14565KE27798	33KJB1	Leased

II. System/Equipment:

List equipment that you will be utilizing to render the services detailed in the specifications.(i.e. shelving, file storage tracking system).

"SEE ATTACHED"

III. Staffing:

Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidalgo County? Explain staff positions and duties.

"SEE ATTACHED"

CTC DISTRIBUTING

Distribution • Consolidation • Fulfillment • Storage

615 Blaze Blvd.
Edinburg, TX 78539
Tel: (956) 686-4351
Fax: (956) 787-9804

II System/Equipment:

CTC Distributing will be utilizing the following systems, equipment, and services:

- Up to 30,000 sq. ft. of secure warehouse space dedicated to County business
  -Fully fenced facility located near the Court House in Hidalgo County at approximately W. Owassa Rd and Business 281 in Edinburg
  -Warehouse structure made of concrete tilt wall to protect against fire, theft, dust, debris, insects, and rodents
- Company owned bobtail and pick up truck dedicated to make unlimited pick up and deliveries
- Perlon Scanning System for electronic imaging
- Monarch Barcode Label System
- Interlink straight packing/shelving
- 24 hr security system monitored by Argus Security in conjunction with in-house surveillance cameras with a 3 month history viewing capability
- Storage boxes to meet County specifications (12W X 15L X 10H)
- Monthly and annual pest control service and inspection provided by Terminix
- Semi-annual warehouse sprinkler system inspection provided by FireCheck
- On-site contracted guard service provided Monday through Friday 5:00 a.m. to 10:00 p.m.
- Document inspection and viewing area provided to authorized county employees at CTC Distributing
- Monthly reports will be supplied as outlined in the requirements and specifications of the bid packet
- CTC Distributing will accept file requests from authorized County personnel in any manner preferred and instructed by the County (i.e. fax, email, phone)
- Document destruction/shredding services available upon request.

Notes:

- CTC Distributing is a bonded yard and CTPAT Certified since 2003
- All CTC Distributing personnel has passed U.S. Customs/FBI background checks in order to obtain our company's CTPAT certification
- Effective January 2008 CTC will be an official PODS franchisee www.pods.com with available on site self contained storage units and segregated indoor storage space for sensitive material.
- CTC Distributing will abide to all insurance and liability requirements as outlined in the bid packet

CTC DISTRIBUTING

Distribution • Consolidation • Fulfillment • Storage

615 Blaze Blvd.
Edinburg, TX 78539
Tel: (956) 686-4351
Fax: (956) 787-9804

III. Staffing

Warehouse Clerk I – one position to receive work orders from the County for both incoming and outgoing files and prepare all necessary documents. Controls inventory management of County files.

Warehouse Clerk II – one position to pull orders or from storage racks as instructed by the Warehouse Clerk I

Forklift Driver – one position to assist Warehouse Clerk II in storing and obtaining boxes in warehouse racks as outlined in CTC's inventory management system.

Driver – one position to pick up and/or deliver files to and from the County offices after the orders have been processed by Warehouse Clerk I and II.

SPECIFICATIONS

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY WIC PROGRAM, HIDTA TASK FORCE
AND OTHER COUNTY DEPARTMENT(S)
BID NO.: 2008-162-09-24-otm

TURNKEY SPECIFICATIONS and REQUIREMENTS

1. **Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.**

   THIS BID AWARD SHALL BE A FIRM FIXED PRICE, ESTIMATED QUANTITY CONTRACT for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage. **Hidalgo County has identified the need for Hidalgo County WIC Program and HIDTA Task Force for storage but may have a need for storage by other county department(s) in the future.**

2. Services will be on an "as-needed basis". Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that Hidalgo County intends to transport its (own Hidalgo County) files from the current vendor's storage to its (Hidalgo County) facility or another facility at no additional cost to the County.

3. The bidder must provide the following services:

   a. Storage of all new/additional records, in a new proper storage box;
   b. Pick up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
   c. Deliver files/boxes requested by the Department;
   d. Any storage boxes requiring replacement shall be provided at no charge to the County.
   e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the WIC Dept. shall be kept in one location within the storage facility). **Hidalgo County WIC Program records need to be identified at the file level by the family identifications number, last name and be assigned a barcode.**
   f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
   g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.

4. For purposes of this RFB:
   "Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

   "Pick Up" is defined as the actual physical carrying and transporting of a file or box from the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

Con't Specifications

"Retrieval" shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

A **"Request"** for a file or box shall consist of a County Department's designated person providing a written form (See Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in # 3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the "Services".

5. It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: http://www.tsl.state.tx.us/slrm/recordspubs/index.html

- **a.** Microfilming Standards and Procedures (Local Government Bulletin A)
- **b.** Electronic Records Standards and Procedures (Local Government Bulletin B)
- **c.** Inventory and Scheduling Records (Local Government Bulletin C)
- **d.** Local Government Records Act (Local Government Bulletin D)

6. The storage facility must be located entirely within Hidalgo County.

a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.

b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide information all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.

7. The storage facility must be free of dust and dirt buildup.

8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.

9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that may affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.

10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

Con't Specifications

a) Smoking or use of open flame devices in storage areas shall be prohibited.

b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.

c) Such systems must include adequate smoke and fire early warning systems.

d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records.

e) Halon is a preferred suppression system.

11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area.

12. Boxes shall not be stacked more than four (4) boxes high.

13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided for each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections, may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.

14. Air quality must be maintained in a manner that ensures that no contaminants that may cause damage to records (i.e. mold) occurs.

15. The current contractor holding files (boxes) for HIDTA Task Force is Lone Star Shredding & Document Storage and it does not permit the inspection of their premises by interested bid participants.

16. **Records Inventory List.** For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of June 30, 2008 includes the following:

INVENTORY:	WIC DEPARTMENT	HIDTA TASK FORCE
Letter/Legal Size Boxes	**715**	**196**
Letter Transfer Size Boxes	**n/a**	**n/a**
Legal Transfer Size Boxes	**n/a**	**n/a**
Non-Standard Size Boxes	**n/a**	**n/a**
Books	**n/a**	**n/a**
Check Boxes	**n/a**	**n/a**

Con't Specifications

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County.** However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.

19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed.

Specification(s) for Storage Box:	Letter/Legal 12 W x 15 L x 10 H Separate Cover Triple Walled (Width) Double Walled (Length) Double Bottom

20. **Security Guidelines:** The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.

21. **On-site Access:** The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES.**

23. **Response Time.** The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**

25. **Hours of Services Required**: Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services).

26. **Monthly Reports**: Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
- Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
- An exact electronic inventory of all files must be provided as needed to the County.
- Both the vendor site and the County must have compatible readers and access to the inventory at all times.
- All files must be accounted for and tracked through the electronic system at all times, at all sites.
- Electronic tag on case jacket must be of an accepted industry standard format.
- RFID (tracking system) is a preferred method, vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.

27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, September 17, 2008, 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, September 19, 2008.

PRE-BID CONFERENCE: A pre-bid conference will be held at Hidalgo County Purchasing Department (New Administration Building) located at 2802 So. Business 281 (Conference Room) in Edinburg, Texas 78539 at 2:00 p.m. on Wednesday, September 17, 2008.

28. TERM OF CONTRACT:

The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. OPTION TO RENEW:

Hidalgo County may renew the contract for two (2) additional one (1) year periods. Except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. GRACE PERIOD:

Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. CONTRACT AWARD:

Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. PURCHASE ORDER:

Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

33. TERMINATION:

The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by either party with thirty (30) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. CONTRACT ADMINISTRATOR:

For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATORS
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626

35. ADDITIONAL PROVISION:

The following clauses or provisions must be included in the contract:

A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Hidalgo County WIC Program and HIDTA Task Force. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County WIC Program and HIDTA Task Force, as liquidated damages, the sum of $1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. SCOPE OF CONTRACT:

The contract for the procurement of the Services describes herein shall be a **firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder. Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

The quantities stated in the **Records Inventory List** are the best estimates of the user department(s) inventory as of June 30, 2008. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for. No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department.** Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT:

The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

a. Method of delivery or pickup of files

b. Place of deliveries.

c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.

d. Description of services to be provided which do not result in additional expenses to the Contractor.

e. Time of performance (i.e. hours of day, days of week, etc.)

37. FUNDING:

Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2008 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. INVOICING:

All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

Con't Specifications

39. INSURANCE AND LIABILITY:

Bidder must hold all applicable licenses, permits, bonds and insurances. During the period of this contract, the selected bidder must maintain at his/her expense insurance with limits not less than those prescribed below. With respect to required insurance, the selected bidder shall:

a. Name COUNTY as additional insured/or an insured, as its interests may appear.

b. Provide COUNTY a waiver of subrogation.

c. Provide COUNTY with a thirty (30) day advance notice of cancellation or material change to said insurance.

d. Provide the COUNTY Purchasing Agent a Certificate of Insurance evidencing required coverages within ten (10) days after receipt of Notice of Award.

e. Submit a certificate of insurance reflecting coverage as follows:

Automobile Liability:
Bodily Injury (Each person)..... $ 300,000.00
Bodily Injury (Each accident)..... $ 500,000.00
Property Damage ..... $ 300,000.00

General Liability (Including Contractual Liability):
(Each Occurrence)
Bodily Injury ..... $ 500,000.00
Property Damage ..... $ 500,000.00

Excess Liability:
Umbrella Form ..... Not Required

Worker's Compensation:..... Statutory

This requirement has been determined to involve minimum hazards and low dollar values. Insurance underwriters must be acceptable to County.

40. DESIGNATED COUNTY HOLIDAYS 2008:

No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	SCHEDULE	2008
PRESIDENT'S DAY	MONDAY	FEBRUARY 18, 2008
GOOD FRIDAY	FRIDAY	MARCH 21, 2008
MEMORIAL DAY	MONDAY	MAY 26, 2008
INDEPENDENCE DAY	FRIDAY	JULY 04, 2008
LABOR DAY	MONDAY	SEPTEMBER 01, 2008
COLUMBUS DAY	MONDAY	OCTOBER 13, 2008
VETERAN'S DAY	TUESDAY	NOVEMBER 11, 2008
THANKSGIVING DAY	THURSDAY/FRIDAY	NOVEMBER 27-28, 2008
CHRISTMAS DAY	THURSDAY/FRIDAY	DECEMBER 25-26, 2008

DOCUMENTATION:

Bidders shall submit the following documents with this bid, or at a minimum, subsequent to bid opening, as applicable. **HOWEVER IT SHOULD BE UNDERSTOOD BY ALL BIDDERS, THAT HIDALGO COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW:**

1. Request For Bid Letter consisting of 1 page.(with bid)
2. Request for Bid, Legal Notice, consisting of 8 pages.(with bid)
3. Exhibit "A", Specifications, Affidavit(s) (Attachments) consisting of 13 pages.(with bid)
4. Exhibit "B", Bid Page consisting 1 page (with bid).
5. Exhibit "C", Insurance Requirements consisting of 3 pages (with bid).
6. Exhibit "D", Copy of Conflict of Interest Form - **Original Must be Filed by Bidder at the Hidalgo County Clerk's Office.**
7. Exhibit "E", State of Texas Library Commission Rules and Regulations.
8. Exhibit "F", List of Key Persons, consisting of 1 page.(with bid)
9. Exhibit "G", Information Request Forms, consisting of 1 page.(with bid)
10. Exhibit "H", Request for Emergency Service, consisting of 1 page.(with bid)
11. Vendor/Bidder Application and W-9 form consisting of 6 pages.
12. Draft Service Contract consisting of 12 pages.
13. Certification Regarding Debarnment consisting of **1** page.

EXHIBIT "B"

BID PAGE

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES FOR HIDALGO COUNTY WIC PROGRAM, HIDTA TASK FORCE AND OTHER COUNTY DEPARTMENT(S)"

BID NO.: 2008-162-09-24-otm

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on a twelve (12) month yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **WIC DEPARTMENT**

MONTHLY $ 715.00 ANNUAL$ 8580.00

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **HIDTA TASK FORCE**

MONTHLY $ 196.00 ANNUAL$ 2352.00

(C) PRICE PER BOX FOR STORAGE OF **OTHER/ADDITIONAL COUNTY DEPARTMENT(S) THAT MAY WANT TO USE SERVICE. HOWEVER, IF PRICE IS NOT ACCEPTABLE, A COUNTY DEPT(S). MAY SEEK, OTHER BIDS FROM OTHER VENDOR(S) AT ANY TIME FOR THE STORAGE OF THEIR FILES AND WE ARE NOT OBLIGATED TO USE THE AWARDED VENDOR.**

PER BOX:$ .81

(D) BIDDER IS TO PROVIDE A BID PRICE FOR THE PURCHASE OF STORAGE BOXES. **(PLEASE SPECIFY BOX SIZE)**

BID PRICE $ 2.25 SIZE: 12W x 15L x 10H

BID PRICE $ 2.25 SIZE: 12W x 15L x 10H

Exhibit "C"

Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/12/2008

PRODUCER	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.	
(956)565-2481 FAX (956)565-2733 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes, TX 78570	INSURERS AFFORDING COVERAGE	NAIC #
INSURED CTC Distributing, Inc. 615 Blaze Blvd Edinburg, TX 78539	INSURER A: The Republic Group	
	INSURER B: Texas Mutual Ins. Co.	
	INSURER C: Hanover 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: [ ] POLICY [ ] PRO-JECT [ ] LOC	CMP5636060	11/21/2007	11/21/2008	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 $ 200,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP5636061	11/21/2007	11/21/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	UMB5636062	11/21/2007	11/21/2008	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF 0001176109	01/05/2008	01/05/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Department

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Richard Garza/JEN

©ACORD CORPORATION 1988

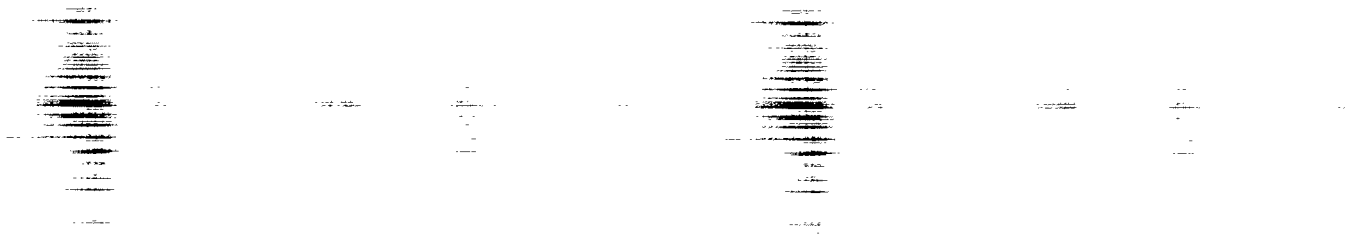
IMPORTANT

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.



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

RFB-RFP-RFQ

BID OPENING DATE: SEPTEMBER 24, 2008 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY-"OFF PREMISES RECORDS STORAGE, MANAGEMENT, PICKUP, RETRIEVAL & DELIVERY SERVICES FOR HIDALGO CUNTY WIC PROGRAM, HIDTA TASK FORCE AND OTHER COUNTY DEPARTMENTS"

BID NO.: 2008-162-09-24-otm

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. CTC DISTRIBUTING 956-686-4351 x17 956-227-1944 cell	IP	Bobby Manager	9/10/08	615 BLAZE BLVD EDINBURG TX 78539
2. Lone Star Shredding & Document Storage Mario De Leon	MAIL	D Montes	9/10/08	1970 W. Expressway 83 Mercedes, Tx 78570 (956) 565-1200
3. Star Master LP Alfred Wasienewski	mail	D Montes	9/10/08	2545 E Griffin Pkwy Mission Tx 78572
4.				
5.				
6.				

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: "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICKUP, RETRIEVAL & DELIVERY SERVICES"	
BID NO: 2008-162-09-24-otm	BUYER: OLGA T. MONTERO

BID # RFB#	NAME OF COMPANY	BID PRICE
#1	CTC DISTRIBUTING 615 BLAZE BLVD. EDINBURG, TEXAS 78539 PHONE # (956) 686-4351 FAX (956) 787-9804	A) WIC DEPARTMENT: MONTHLY $715.00 ANNUAL $8580.00 B) HIDTA TASK FORCE: MONTHLY $196.00 ANNUAL $2352.00 C) PRICE PER BOX FOR STORAGE OF OTHER/ADDITIONAL DEPARTMENTS: $0.81 PER BOX D) PURCHASE OF BOXES: $2.25 PER BOX SIZE: 12W X 15L X 10H

AI-12597 **15.A.6.**

Auctioneer Services Agreement Amendment

CC REGULAR

Date:	12/09/2008
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and action to amend current agreement between Hidalgo County & Abrego Towing & Storage (C-07-370-10-09) to include thirty (30) days of storage of existing inventory on vendor's site at no cost to County so as to permit the removal of said inventory commencing from bid opening date of December 24, 2008 in the event a new vendor is awarded.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact as a result of this amendment to current agreement with Abrego for storage.

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/03/2008 04:55 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 07:45 AM	APRV
3	Roland Garcia	Rolando Garcia	12/04/2008 04:27 PM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:15 PM	APRV

Form Started By: Yvette Islas — Started On: 12/03/2008 03:19 PM

Final Approval Date: 12/05/2008

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

AMENDMENT TO
AUCTIONEER SERVICE AGREEMENT

This AMENDMENT to the AGREEMENT between **ABREGO TOWING & STORAGE, LLC**, (the "Auctioneer") and **HIDALGO COUNTY** (the "County"), effective the _____ day of __2008, is made between the Auctioneer and the County, (the Amendment"), as follows:

WHEREAS, Auctioneer and County entered into an Agreement on October 9, 2007, in which the Auctioneer agreed to provide professional services to conduct public auction sales of surplus and/or seized property belonging to Hidalgo County.(the "Project");

WHEREAS, due to unforeseen circumstances and delays in the Project, the parties now desire to extend the timeframe in which the Auctioneer may perform the services of the Project;

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Auctioneer and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Agreement, Auctioneer and County hereby agree to the following Amendment to the Agreement:

1. The Auctioneer agrees to extend storage services for all County inventory being held at the auctioneers premises as follows: **30 days from the bid opening date (commencing December 24, 2008) at no cost to the County.**

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Auctioneer and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first

written above.

HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Abrego Towing & Storage, LLC

_____

Title:_____

Approved as to Form:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

AI-12582 **15.A.7.**

Office Professional Plus 2007 License

CC REGULAR

Date:	12/09/2008
Submitted By:	Tanya Delira, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Purchasing Department:
Requesting authority to purchase computer software licenses and/or peripherals through our membership/participation with (DIR) Department of Information Resources for the Purchasing Department with SHI Government Solutions, DIR-SDD-198, requisition # 144389 for the total amount of $6,017.52 so as to prepare department system to acquire and implement a management software.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100415181600010667

FUNDS AVAILABLE Y/N?: Yes/LIT **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	12/04/2008 02:37 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 03:03 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	12/05/2008 09:37 AM	APRV
4	Matilde Faz		12/05/2008 05:03 PM	NEW

Form Started By: Tanya Delira Started On: 12/03/2008 11:24 AM

Final Approval Date: 12/05/2008

Requisition

Req # 00144389

PO #

Date: 12/01/08

Resubr
12582
12/9/08

Bill To: x
x

Vendor : 287199
SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: PURCHASING DEPARTMENT
100 E. CANO, 4TH FL
EDINBURG TX 78539

Contact: **Nielda Cavazos**
956-318-2626

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Office Professional Plus 2007 Single Microsoft Volume License (right to current and previous version) does not include installation media Microsoft Select Applications License Only Part # 79P-01207	5,985.00	5,985.00
1.00	EACH	Office Professional Plus 2007 Win32 English Disk Kit Microsoft Volume License CD MLF -	27.00	27.00
		Account No	Encumbrance	
		8-1100-415-18-160-001-0-667	5,287.52	
			Freight	.00
			Total	6,012.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		As Per Quote Amount N.S.F. L.I.T. Attached.		
		* Do Not Approve Until monies in the account.		
				DIR

Authorized By: _____

Requisition

Req # 00144389

PO #

Date: 12/01/08

Bill To: x
x

Vendor : 287199

SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: PURCHASING DEPARTMENT
100 E. CANO, 4TH FL
EDINBURG TX 78539

Contact: **Nielda Cavazos**
956-318-2626

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
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		Account No	Encumbrance	
		8-1100-415-18-160-001-0-667	5,287.52	
			Freight	.00
			Total	5,985.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-12582 **35.A.0.**

Office Professional Plus 2007 License

CC REGULAR

Date: 12/09/2008

Submitted By: Tanya Delira, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

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

Information

CAPTION

Purchasing Department;

1. Requesting authority to purchase computer equipment, software and/or peripherls through our mombership/participation with (DIR) Department of Information Resources for Purchasing Department with SHI Government Solutions, DIR-SDD-198, requisition # 144389 for the total amount of $5,287.52.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100415181600010747

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

BUDGETARY IMPACT:

Attachments

Link: purchasing licenses

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Tanya Delira	12/03/2008 11:24 AM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Tanya Delira Started On: 12/03/2008 11:24 AM

Matilde Faz

From: Jeff_DeModna@gs.shi.com
Sent: Friday, December 05, 2008 11:47 AM
To: matilde.faz@co.hidalgo.tx.us
Subject: SHI Quote 2856056, Microsoft



Pricing Proposal
Quotation #: 2856056
Created On: Oct-21-2008
Valid Until: Dec-31-2008

Hidalgo County

Stan Ramos

Phone:
Fax:
Email: matilde.faz@co.hidalgo.tx.us

Inside Sales Representative

Jeff DeModna

1250 Capital of Texas Hwy South
I-350
Austin, Tx 78746
Phone: 800- 870-6079
Fax: 512-732-0232
Email: Jeff_DeModna@gs.shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Office Professional Plus 2007 Single Microsoft Volume License - LICENSE ONLY - (right to current and previous version) - does not include installation media Microsoft Select - Applications - License Only - Part#: 79P-01207	19	$315.00	$5,985.00
2	Office Professional Plus 2007 Win32 English Disk Kit Microsoft Volume License CD MLF - Purchase of installation media assumes that user is correctly licensed for product being installed Microsoft World Wide Fulfillment - Installation Me - Part#: 79P-00031	1	$27.00	$27.00
			Total	$6,012.00

Additional Comments

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-198

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

DATE: December 5, 2008

DEPARTMENT HEAD: Martha L. Salazar

DEPARTMENT NAME: Purchasing Department

ACCOUNT NUMBER: 8-1100415-18-160-001-0

SUBJECT: Purchasing Department

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
747	software	667	minor software	5,287.52
535	postage	667	minor software	730.00

			TOTAL	6,017.52

REASON: need to purchase licenses

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

Moises Salazar

Req# 144389

From: Jeff_DeModna@gs.shi.com
Sent: Tuesday, December 02, 2008 3:59 PM
To: moises.salazar@co.hidalgo.tx.us
Subject: SHI Quote 2856056, Microsoft
Attachments: SHI Quote-2856056.htm

shi Government Solutions

Pricing Proposal
Quotation #: 2856056
Created On: Oct-21-2008
Valid Until: Oct-31-2008

Hidalgo County

Stan Ramos

Phone:
Fax:
Email: moises.salazar@co.hidalgo.tx.us

Inside Sales Representative

Jeff DeModna

1250 Capital of Texas Hwy South
I-350
Austin, Tx 78746
Phone: 800- 870-6079
Fax: 512-732-0232
Email: Jeff_DeModna@gs.shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Office Professional Plus 2007 Single Microsoft Volume License - LICENSE ONLY - (right to current and previous version) - does not include installation media Microsoft Select - Applications - License Only - Part#: 79P-01207	19	$315.00	$5,985.00
			Total	$5,985.00

Additional Comments

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-198

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

#747

DIR

AI-12574 **15.A.8.**

Administion & Supervision of Alcohol Breath Test/Intoxilizer Services
CC REGULAR

Date:	12/09/2008
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, and action in connection with the "sole response" received for "RFP NO: 2008-447-11-26-VYG-"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM";

B. Requesting authority for Purchasing Department to enter into negotiations with qualified sole proposer including any best and final offers (BAFO) in order to finalize a contract for consideration and award;

C. Determination and direction by Commissioners Court as to extent of contractual support for the current four (4) locations where intoxilizer equipment is located and serviced by Hidalgo County inasmuch as not all is County-owned;

D. Determination and direction by CC as to Interlocal Agrements with jurisdictions utilizing county-owned equipment or state-owned equipment;

BACKGROUND

Sole proposer is "Breath Testing Services" d/b/a "MaryAnn R. Peralez", who is the current contracted vendor, which will expire on 12/31/08.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-115-011-0-350

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

BUDGETARY IMPACT:

Funds available as of 12-04-08 $0.00. Funds will need to be appropriated for 2009 year.

Attachments

Link: PARTICIPATION-TABULATION DOCUMENTATION

Link: INTOXILYZER 5000 TAG LIST

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/03/2008 04:20 PM	APRV

2	Budget & Management	Veronica Lopez	12/04/2008 07:43 AM	APRV
3	Veronica Lopez	Veronica Lopez	12/04/2008 02:33 PM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:05 PM	APRV

Form Started By: Vangie Garcia Started On: 12/03/2008 09:08 AM

Final Approval Date: 12/05/2008

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

IBF-RFP-RFQ-RFI

RFP OPENING DATE: NOVEMBER 26, 2008 **RFP OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM

RFP NO: 2008-447-11-26-VYG

NAME OF PROPOSER: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE OR NAME OF STAFF ADDRESSING MAIL OUT	DATE	PHONE/ FAX NO.	ADDRESS & PHONE NO
1. Breath Test Services Mary Ann R. Peralez Email: maryannp@rgvbts.com	Email	Vangie Y. Garcia	11/10/08	956-458-5960	4309 N. 10th Street McAllen, Texas 78504
2. Oscar Saucedo Email: oscar.saucedo@txdps.state.tx.us	Email	Vangie Y. Garcia	11/10/08	956-728-2320	1901 Bob Bullock Loop Laredo, Texas 78043
3. Carl Lecocke Email: carl.lecocke@txdps.state.tx.us	Email	Vangie Y. Garcia	11/10/08	361-698-5643	1922 S. Padre Dr. Corpus Christi, Texas 78416
4. Allen McDougall Email: c15bbt@hotmail.com	Email	Vangie Y. Garcia	11/10/08	210-492-7098	
5.					
6.					
7.					
8.					

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

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
RFP OPENING DATE: NOVEMBER 26, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: "CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"	
RFP NO: 2008-447-11-26-VYG	

RFP #	NAME OF COMPANY	LOCATION SITE OF MACHINES	FEE PROPOSED
#1	**BREATH TEST SERVICES D/B/A MARYANN R. PERALEZ**	HIDALGO COUNTY JAIL EDINBURG, TEXAS	$15,000.00
#2		PALMVIEW POLICE DEPARTMENT PALMVIEW, TEXAS	$15,000.00
#3		SAN JUAN POLICE DEPARTMENT SAN JUAN, TEXAS	$15,000.00
#4		WESLACO POLICE DEPARTMENT WESLACO, TEXAS	$15,000.00
#5	**IF ALL FOUR LOCATION SITES ARE APPROVED TO AWARD TO SOLE PROPOSER, A DISCOUNT OF $5,000.00 WILL BE APPLIED TO THE OVERALL AMOUNT PROPOSED.**		
#6			
#7			
#8			
#9			
#10			

Proposal Fee Schedule

1) One (1) Hidalgo County Jail (Edinburg, Texas)	$ 15,000.00
2) One (1) Palmview Police Department (Palmview, Texas)	$ 15,000.00
3) One (1) San Juan Police Department (San Juan, Texas)	$ 15,000 .00
4) One (1) Weslaco Police Department (Weslaco, Texas)	$ 15,000.00

-Note

If all four instruments are awarded to proposer a discount of $5,000.00 will be applied to the overall amount proposed.
If three instruments are awarded to proposer a discount of $2,000.00 will be applied to the overall amount proposed.
If two instruments are awarded to proposer no discount will be applied to the overall amount proposed.
If one instrument awarded to proposer no discount will be applied to the overall amount proposed.

Intoxilyzer 5000 Breath Testing Instrument

9/16/2008

Hidalgo County Sheriff Office:

1) Intoxilyzer Model 5000

DPS Tag No. 395194 Serial No. 68-002689

Confirmed by: Lt. Ozuna, (956) 383-8114

Weslaco Police Department:

2) Intoxilyzer Model 5000

DPS Tag No. 192731 Serial No. 68-000426

Confirmed by: Martha, (956) 968-8591

Palmview Police Department:

3) Intoxilyzer Model 5000

Historical Cost: $6,314.00

Acq. Date: 09/16/1997

Hidalgo County Tag No. 31244 Serial No. 68-002261

Confirmed by: Chief Barrera, (956) 432-0303

San Juan Police Department:

4) Intoxilyzer Model 5000

Historical Cost: $6,314.00

Acq. Date: 09/16/1997

Hidalgo County Tag No. 31243 Serial No. 68-002226

Contact: Sgt. Luis Morales, (956) 787-9904

AI-12565 **15.A.9.**

Hidalgo County District Clerk's Office -"Purchase of New Jury Software"
CC REGULAR

Date:	12/09/2008
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration and action in connection with the responses received for RFP. No. 2008-302-11-19-otm-"Purchase of New Jury Software" for the purposes of ranking by CC as "qualified" in order to proceed forward with the next phase of the proposal process;

B. Requesting authority for Purchasing Department to enter into negotiations with qualified proposer in order to finalize a contract for consideration and award for: "Purchase of New Jury Software" for the Hidalgo County District Clerk's Office.

BACKGROUND

As per Ms. Laura Hinojosa, District Clerk-request to place agenda item for CC approval.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-090-001-0-336

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

BUDGETARY IMPACT:

available balance as of 12/04/08; $53,110.30

Once contract is negotiated and approved by CC, funding is available in 2008 budget (obj 336), will be used for First Phase of software project.

Subsequent phases will be funded from 2009 budget (obj 336).

Attachments

Link: evaluation / grid

Link: participation log

Link: proposal acceptance sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/03/2008 04:19 PM	APRV
2	Budget & Management	Veronica Lopez	12/03/2008 04:25 PM	APRV

3	Roland Garcia	Rolando Garcia	12/04/2008 04:04 PM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:07 PM	APRV

Form Started By: Olga Montero Started On: 12/02/2008 01:35 PM

Final Approval Date: 12/05/2008

EVALUATION/GRADING GRID
RFP NO: 2008-302-11-19-otm
HIDALGO COUNTY DISTRICT CLERK'S OFFICE – PURCHASE OF NEW JURY SOFTWARE

EVALUATION CRITERIA	JURY SYSTEMS INC.			ACS GOVERNMENT SYSTEMS, INC.		
	GRADERS					
	1	2	3	1	2	3
1. Understanding the Services/Methodology a) Requested information included and thoroughness of response. b) Understanding and acceptance of the scope of service. c) Acceptance of the RFP and Contract requirements. d) Clarity and conciseness of the response.	20	20	25	22	20	25
2. Ability to commit to all services requested a) Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity. b)Relevant experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. c) Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. d)Other resources, including total number of employees. e)References with contact names and telephone numbers.	25	25	28	30	30	30
3. Ease of Support System and Response Time Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able to evaluate, diagnose and/or begin service immediately.	20	15	20	20	20	20

4. Cost Fees and Warranty-in considering proposals Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.	20	20	15	25	15	25
TOTAL	85	80	88	97	85	100
AVERAGE	**84.1**			**94**		
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)						

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

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: ***NOVEMBER 19, 2008*** RFP ACCEPTANCE TIME: ***9:30 A.M.***
DEPARTMENT/PROPOSAL DESCRIPTION: ***HIDALGO COUNTY DISTRICT CLERK'S OFFICE - PURCHASE OF NEW JURY SYSTEM""***
RFP NO: ***2008-302-11-19-OTM***

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	***PROPOSAL REQUEST *VIA***	***SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT***	***DATE***	***PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S***
ACS Government Record Management Services Attn: David Ivey david.ivey@acs-inc.com	Fed Ex	OLGA MONTERO	11-06-08	2800 W. Mockingbird Lane Dallas Texas 75235 (P) 214-905-5000 (F) 214-902-5058
Tyler Technologies Chris Webster (P) 972-713-3770	Fed Ex	OLGA MONTERO	11-06-08	6500 International Pkwy. Ste 2000 Plano, Texas 75093
Landata Technologies (P) 210-366-9582 (F) 210-366-3058 Attn: Scott Fausto	Fex Ex	OLGA MONTERO	11-06-08	5730 NW Parkway Ste 100 San Antonio, Tx 78249
Record Fusion c/o Eugene Sisneros (P)1-877-338-7166	FEX EX	OLGA MONTERO	11-06-08	304 E. North Street New Castle, PA 16101

CASO DOCUMENT MANAGEMENT (210) 222-9124 ATTN: IRIS GILBERT iris.gilbert@caso inc.com	FEX EX	OLGA MONTERO	11/06/08	3453 IH 35N SUITE-215 SAN ANTONIO TEXAS 78219
JURY SYSTEMS, INC ATTN: MARY O'DONNELL (805) 227-7102	FEX EX	OLGA MONTERO	11-06-08	15760 VENTURA BLVD. STE-A16 ENCINO, CA 91436

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY DISTRICT CLERK'S OFFICE	
PROPOSAL ACCEPTANCE DATE: NOVEMBER 19, 2008	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: PURCHASE OF NEW JURY SOFTWARE	
PROPOSAL NO: 2008-302-11-19-OTM	

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	JURY SYSTEMS, INC. ENCINO, CA	√
#02	ACS GOVERNMENT SYSTEMS LEXINGTON, KY	√

AI-12632 **15.B.1.**

Pct 1-WA #3-Leonel Garza & Assoc-C-08-040-03-25, Inv#s Rodriguez Eng-08004-08005 & Various Invoices-Dos Logisitics Inc-C-08-242-10-28
CC REGULAR

Date:	12/09/2008
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 3 in the amount of $ 1,250.00 with Leonel Garza Jr. & Associates to provide appraisal services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-040-03-25 for "FM 493 Project" on South One-Half(1/2) of Lt 3, Blk Seventy Seven (77) Las Mestenas Ranch(which will consist of approximately one (1) individual parcel).

B. Presentation for discussion, consideration, acceptance, and approval of Invoice Nos. 01.08 E, 02.08OC & 02.08 SP in the total amount of $ 43,287.00 from Dos Logistics, Inc., contracted engineer for the "Storm Water Improvement Project" (Estancia), (Olivarez #2 and Chapa #2) and (Colonia Spanish Palm) for Hidalgo County Precinct No. 1 and in connection to (Contract No. C-08-242-10-28).

C. Presentation for discussion, consideration, acceptance, and approval of Invoice No. 08004 in the amount of $ 7,500.00 from Leo L. Rodriguez Jr., dba Rodriguez Engineering, contracted engineer for the "Barrera Street Project" for Hidalgo County Precinct No. 1 and in connection to (Contract No. C-08-332-09-30).

D. Presentation for discussion, consideration, acceptance, and approval of Invoice No. 08005 in the amount of $ 2,554.76 from Leo L. Rodriguez Jr., dba Rodriguez Engineering, contracted engineer for the "Mile 16 from Mile 4 East to FM 1015" for Hidalgo County Precinct No. 1 and in connection to (Contract No. C-08-385-09-30).

BACKGROUND

WA#3-Leonel Garza & Associates LLC-C-08-040-03-25
Invoice #s-01.08E, 02.08OC & 02.08SP-Dos Logistics Inc.-C-08-242-10-28
Invoice #-08004-Rodriguez Engineering-C-08-332-09-30
Invoice #-08005-Rodriguez Engineering-C-08-385-09-30

Fiscal Impact

FISCAL YEAR: 2008	**ACCT. #:** 8-1201-431-00-121-052-0-733
FUNDS AVAILABLE Y/N?: Y	**MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Item A.) Available balance as of 12/05/08; $78,336.09

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-052-0-733

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

BUDGETARY IMPACT:

Item B.) Amount available in PO# 612710 is $44,228.00 for Dos Logistics (invoices 01.08 E, 02.08OC, 02.08 SP) as of 12/05/08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-734

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

BUDGETARY IMPACT:

Item C.) Amount available in PO# 611007 is $11,250.00 for Rodriguez Engineering (invoice 08004) as of 12/05/08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Item D.) Amount available of PO# 610967 is $7,741.68 for Rodriguez Engineering (invoice 08005) as of 12/05/08.

Attachments

Link: WA#3-Leonel Garza & Assoc

Link: Invoices-Dos Logistics Inc-C-08-242-10-28

Link: Invoice #s 08004&08005- Rodriguez Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 05:13 PM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 07:49 AM	APRV
3	Roland Garcia	Rolando Garcia	12/05/2008 10:12 AM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:07 PM	APRV

Form Started By: Letty Saenz Started On: 12/03/2008 04:45 PM

Final Approval Date: 12/05/2008

HIDALGO COUNTY

Professional Appraisal Services
Contract #C-08-040-03-25
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Leonel Garza Jr. & Associates LLC"**, professional appraiser of McAllen, Texas, hereinafter called **"Appraiser"**.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for the South One-Half (1/2) of Lot 3, Block Seventy Seven (77), Las Mestenas Ranch, Hidalgo County, Texas of which will consist of approximately ±1 individual parcels.

The scope of services to be provided by the **Appraiser** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Appraiser*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $1,250.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. 8-1201-431-00-121-052-0-733
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 authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. # _3_.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1
BY: _____
Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE APPRAISER:
LEONEL GARZA JR.& ASSOCIATES LLC

_____
By: Leonel Garza III, Appraiser

THE OWNER:
HIDALGO COUNTY

_____
By: J.D. Salinas, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr. County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER

Right-of-Way Acquisition Appraisals along South One-Half (1/2) of Lot 3, Block 77, Las Mestenas Ranch, Hidalgo County, Texas specified for approximately ±1 parcel for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department. Letters of "Intent To Inspect" shall be provided to each property owner within the boundaries of the project prior to on-site inspection. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

ATTACHMENT "B" - Payment/ Fee Schedule

Right-of-Way Acquisition Appraisals along South One-Half (1/2) of Lot 3, Block 77, Las Mestenas Ranch, Hidalgo County, Texas specified for approximately ±1 parcel for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department.

Appraisal Report Cost	**$1,250.00** ±1 Appraisals South One-Half (1/2) of Lot 3, Block 77, Las Mestenas Ranch, Hidalgo County, Texas @ $1,250.00 Per Parcel = $1,250.00 Included Per Parcel: 1. (3) Original Appraisal Reports 2. (1) Original Appraisal Report with Invoice
Additional Original Reports	**$150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the County of Hidalgo.
Updated/Revised Reports	**$625.00 Per Parcel** 50% of Original Cost if within six (6) months of the original report. This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with Joe Pena, Director of the Right-of-Way Department, prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***Plus Expenses*** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

ATTACHMENT "C"-INSURANCE REQUIREMENTS PROVIDED BY APPRAISER

{ON FILE WITH HIDALGO COUNTY PURCHASING DEPARTMENT}

DL, INC.
DOS LOGISTICS, INC.

Bill To:
Hidalgo Co. Pct. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Attention: Accounts Payable

DATE:
December 3, 2008

INVOICE # 01.08 E

PO Number: 612710

DESCRIPTION	CONTRACT AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE THIS REQUEST	BALANCE TO COMPLETE
Hidalgo County Pct. 1						
Estancia						
Preliminary Phase 25%	$11,057.00	100%	$11,057.00		$11,057.00	$0.00
Design Phase 50%	$22,114.00	0%	$0.00		$0.00	$22,114.00
Construction Phase 25%	$11,057.00	0%	$0.00		$0.00	$11,057.00
TOTAL	$44,228.00					$33,171.00
			TOTAL DUE		$11,057.00	

County Approval: Sylvia A. Handy

Please remit to:
Dos Logistics, Inc. P.O. Box 8337, Weslaco, TX. 78599

THANK YOU FOR YOUR BUSINESS!

8-1201-431-00-121-052-0-733
PO # 612170

INVOICE RECEIVED BY
Noe Montes on 12/3/08

GOODS/SERVICES RECEIVED BY:
Noe Montes on 12/3/08

DL, INC.
DOS LOGISTICS, INC

Bill To:
Hidalgo Co. Pct. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Attention: Accounts Payable

DATE:
December 3, 2008

INVOICE # 02.08 SP

PO Number: 612706

DESCRIPTION	CONTRACT AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE THIS REQUEST	BALANCE TO COMPLETE
Hidalgo County Pct. 1						
Colonia Spanish Palm						
Preliminary Phase 25%	$6,581.25	100%	$0.00	$6,581.25	$0.00	$6,581.25
Design Phase 50%	$13,162.50	100%	$13,162.50		$13,162.50	$0.00
Construction Phase 25%	$6,581.25	0%	$0.00		$0.00	$6,581.25
TOTAL	$26,325.00					$13,162.50
			TOTAL DUE		$13,162.50	

Sylvia A. Handy

County Approval: _____

Please remit to:
Dos Logistics, Inc. P.O. Box 8337, Weslaco, TX. 78599

THANK YOU FOR YOUR BUSINESS!

INVOICE RECEIVED BY
Noe Montes on 12/3/08
GOODS/SERVICES RECEIVED BY:
Noe Montes on 12/3/08

8-1201-431-00-121-052-0-733
PO # 612706

DL INC.
DOS LOGISTICS, INC.

Bill To:
Hidalgo Co. Pct. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Attention: Accounts Payable

DATE:
December 3, 2008

INVOICE # 02.08 OC

PO Number: 612709

DESCRIPTION	CONTRACT AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE THIS REQUEST	BALANCE TO COMPLETE
Hidalgo County Pct. 1						
Olivarez #2 and Chapa #2						
Preliminary Phase 25%	$9,533.75	100%	$0.00	$9,533.75	$0.00	$9,533.75
Design Phase 50%	$19,067.50	100%	$19,067.50		$19,067.50	$0.00
Construction Phase 25%	$9,533.75	0%	$0.00		$0.00	$9,533.75
TOTAL	$38,135.00					$19,067.50
			TOTAL DUE		$19,067.50	

Sylvia A. Handley

County Approval: _____

Please remit to:
Dos Logistics, Inc. P.O. Box 8337, Weslaco, TX. 78599

THANK YOU FOR YOUR BUSINESS!

NP

8-1201-431-00-121-052-0-733
PO # 612709
INVOICE RECEIVED BY
N.E. Montalvo 12/3/08
GOODS/SERVICE RECEIVED BY:
N.E. Montalvo 12/3/08

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purch asing Department **From:** Noe Montez

Attn: Letty Saenz

Fax: **Pages:** 4

Phone: **Date:** 12/3/08

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following invoices from Dos Logistics, Inc on the next CC agenda for approval for payment:

Inv#02-08 OC
Inv #02-08 SP
Inv #01-08 E

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

Leo L. Rodriguez Jr. d/ba Rodriguez Engineering
P.O. Box 1830
Edinburg, Texas 78540
956-491-1013 Fax: 956-380-2775

Invoice No. 08004

Customer

Name: Hidalgo County Precinct No. 1
Address: 1902 Joe Stephens Avenue
City: Weslaco State: Texas Zip: 78596
Attention: Commissioner Sylvia Handy

Date: December 2, 2008

Project Name:
Barrera Street

Description

Engineering services rendered for completion of Design Phase for the Paving Improvements for Barrera Street

P.O. # 611007
CONTRACT AMT.: $15,000.00

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	$ 3,750.00	100%	$ 0.00	$ 3,750.00	$ 0.00	$ 0.00
Design						
Phase 50%	$ 7,500.00	100%	$ 7,500.00	$ 0.00	$ 7,500.00	$ 0.00
Construction						
Phase 25%	$ 3,750.00	0%	$ 0.00	$ 0.00	$ 0.00	$ 3,750.00
Total	$ 15,000.00	75%	$ 7,500.00	$ 0.00	$ 7,500.00	$ 3,750.00

Submitted By: Rodriguez Engineering

8-1201-431-00-121-005-0-734

P.O. #611007 INVOICE RECEIVED BY Mac Hinojosa on 12/3/08

Office Use Only

GOODS/SERVICES RECEIVED BY:
Joe Hinojosa on 12/3/08

We Appreciate Your Business

Leo L. Rodriguez Jr. d/ba Rodriguez Engineering
P.O. Box 1830
Edinburg, Texas 78540
956-491-1013 Fax: 956-380-2775

Invoice No. 08005

Customer

Name: Hidalgo County Precinct No. 1
Address: 1902 Joe Stephens Avenue
City: Weslaco State: Texas Zip: 78596
Attention: Commissioner Sylvia Handy

Date: December 2, 2008

Project Name: Mile 16
From Mile 4 East to FM 1015

Description

Engineering services rendered toward Construction Phase for the Paving Improvements for Mile 16 From Mile 4 East to FM 1015

P.O. # 610967
CONTRACT AMT.: $ 30,966.76

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	$ 7,741.69	100%	$ 0.00	$ 7,741.69	$ 0.00	$ 0.00
Design						
Phase 50%	$ 15,483.38	100%	$ 0.00	$ 15,483.38	$ 0.00	$ 0.00
Construction						
Phase 25%	$ 7,741.69	33%	$ 2,554.76	$ 0.00	$ 2,554.76	$ 5,186.93
Total	$ 30,966.76	82%	$ 2.554.76	$ 23,225.07	$ 2,554.76	$ 5,186.93

Submitted By: Rodriguez Engineering

8-1336-431-00-121-041-0-731
PO 610967

INVOICE RECEIVED BY
Not Noted on 12/3/08
GOODS/SERVICES RECEIVED BY:
Not Noted on 12/3/08

Office Use Only

We Appreciate Your Business

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purch asing Department **From:** Noe Montez

Attn: Letty Saenz

Fax: **Pages:** 3

Phone: **Date:** 12/3/08

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following invoices from Rodriguez Engineering on the next CC agenda for approval for payment:

Inv# 08004
Inv #08005

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

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AI-12640 **15.B.2.**

SOQ - PCT NO 1 SURVEYING

CC REGULAR

Date: 12/09/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Surveying Services in connection with Hidalgo County Precinct No1 for Mi 5 ½ West Road @ Mi 21 North Drainage;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of surveyors in connection with professional Surveying Services required for Hidalgo County Precinct No1 for Mi 5 ½ West Road @ Mi 21 North Drainage;

1st._____; 2nd._____; 3rd._____;

C. Authority for the Purchasing Department to negotiate a professional Surveyor Services Contract with the No.1 ranked firm of _____ for the provision of Surveying Services for Hidalgo County Precinct No1 for Mi 5 ½ West Road @ Mi 21 North Drainage;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-052-0-733

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

BUDGETARY IMPACT:

Available balance as of 12/05/08; $78,336.09

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/05/2008 10:34 AM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 10:49 AM	APRV

3	Roland Garcia	Rolando Garcia	12/05/2008 01:22 PM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:07 PM	APRV

Form Started By: Laura Moya Started On: 12/04/2008 08:35 AM

Final Approval Date: 12/05/2008

Agenda Item 12640

HIDALGO COUNTY Precinct No 1

FOR

Mi 5 ½ West Road @ MI 21 North Drainage

GRID

Surveyors

	Quintanilla, Headley & Associates	J.E. Saenz & Associates	Rodriguez Engineer
Evaluator No 1	**95**	**87**	**90**
Total Scores	**95**	**87**	**90**
RANKING by Commissioner's Court			

AI-12662 **15.B.3.**

Pct1- Prof Engineering Svc Agreement-L&G Engineering-"FM 493 from US 281 (Military Hwy) to Bus 83"

CC REGULAR

Date:	12/09/2008
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

A. Requesting approval of a professional engineering services contract (as approved as to form by legal counsel) with L & G CONSULTING ENGINEERS INC. d/b/a L & G ENGINEERING for the provision of engineering services for "FM 493 from US 281 (MILITARY HIGHWAY) North 6.65 Miles to Business 83 Project" for Hidalgo County Precinct No. 1. (as selected through the County's protoccol from the "POOL" of engineers for negotiations on 09/30/08)

B. Presentation for consideration, discussion, acceptance, and approval of WORK AUTHORIZATION NO. 1 in the amount of $ 1,144,000.00 with L & G CONSULTING ENGINEERS INC. d/b/a L & G ENGINEERING to provide engineering services for the (Preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, and Roadway Design for the Reconstruction of "FM 493 from US 281 (MILITARY HIGHWAY) North 6.65 Miles to Business 83" within Hidalgo County Precinct No. 1, in connection with Contract No. C-08-417-12-09.

BACKGROUND

Professional Engineering Agreement-L&G Engineering (as approved by legal counsel)
Work Authorization No. 1-L&G Engineering ($1,144,000.00)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

To be funded from 2009 C.O. Issuance.

Attachments

Link: Prof Eng Agreement-L&G Engineering-C-08-417-12-09

Link: Exhibit "C" to agreement

Link: WA#1-FM 493 Proj-L&G Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/05/2008 10:40 AM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 11:03 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/05/2008 02:12 PM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Letty Saenz

Started On: 12/04/2008 03:14 PM

Final Approval Date: 12/05/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C- 08-417-12-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and L & G **Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for "**FM 493 from US 281 (Military Highway) to Bus 83**" (**for preparation of Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying, Outfall Identification and Hydrologic Map, Roadway Design, ROW Acquisition Services and Construction Inspection and Construction Material Testing**) project in **Hidalgo County Precinct No. 1**hereinafter referred to as the "**Project.**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. **Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. **Character and Extent of Services.** This Agreement will provide for the development of the **Project** with the following:

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

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

2.3 **Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** – ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. **Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 **Termination Date.** This Agreement shall terminate upon completion of projects (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 **Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

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

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

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

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

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

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

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

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

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

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

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

The termination of the Agreement and payment of an amount 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 ***Basic Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for

Services, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"**-***Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. **Method of Payment.**

6.1 **Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization**

identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or

information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

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

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

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

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

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. **Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT** "E"– ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT**

"B", attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in EXHIBIT "D", attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization.** All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work**

Authorizations must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. **Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** – ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

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

liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 **Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 **Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner,** if a decision is subsequently made by the **Owner,** which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 **Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 **Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 **Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the

Engineer's own expense, may retain copies of such documents or any other data under this Agreement.

11.2 **Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the

Owner upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the Owner.

ARTICLE 14. Subcontracting and Assignment. The Engineer shall not assign, subcontract or transfer the Engineer's interest in this Agreement without the prior written consent of the Owner. The Engineer shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the Engineer of any responsibilities under this Agreement.

The Engineer, and the Owner, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The Engineer shall indemnify and save the Owner harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the Engineer or from the use of any process designed by the Engineer or effected by said apparatus or equipment, and the Engineer shall indemnify and save the Owner harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the Owner shall promptly transmit to the Engineer

all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. **Confidential Information, Inventions and Other Restrictions.**

16.1 **Confidential Information.** The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical

information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 **Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions,

machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas

Engineering Practice Act and the Rules of the 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 that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the

standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B",** attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E**

developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 **Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The

Project manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 **Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner,** is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed 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 there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer**

may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee.** The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation,** endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations

imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars ($250,000) each person for bodily injury, five hundred thousand dollars ($500,000) each occurrence for bodily injury, and one hundred thousand dollars ($100,000) each occurrence for property damage.

(4) **Professional Liability** in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above.

The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance.* The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is

exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**Hidalgo County Inc.** **100 E. Cano, 2nd Floor** **Edinburg, Texas 78539**	**ENGINEER:**	**L & G Consulting Engineers** **2100 West Expwy 83** **Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

(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.

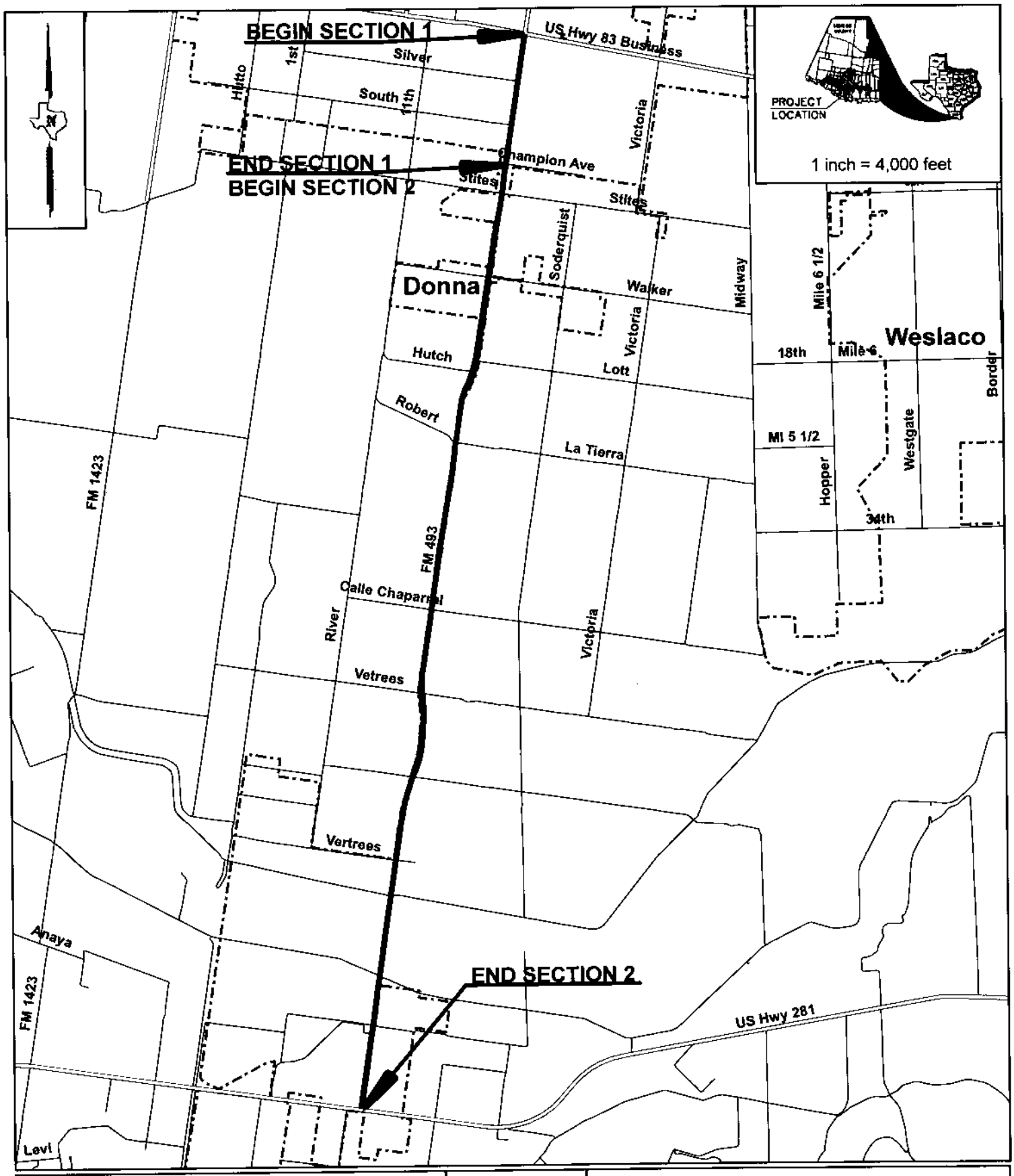
ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement 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.

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)*



FM 493 SOUTH
PROJECT LOCATION MAP

APPROX. LENGTH = 6.65 MILES

THE COUNTY OF HIDALGO TEXAS

L&G Engineering

Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

G:\AMAPS\FM493SOUTH\FM 493 Location.mxd

EXHIBIT "B"

SCOPE OF SERVICES

TO BE PROVIDED BY ENGINEER

EXHIBIT "B"

Services to be provided by the Engineer

PROJECT LIMITS:

- **FM 493: From US 281 (Military Highway), North 6.65 Miles, to Business 83**

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Contract shall consist of providing Engineering Services required for the preparation of Schematics, Preliminary ROW Ownership, Environmental Assessment, Public Involvement, Design Surveys and ROW Determination, Outfall Identification and Hydrologic Map, Utility coordination, PS&E Development and bidding documents. In addition, this contract will include ROW acquisition provider services and construction inspection and construction material testing. The Engineer will prepare bid packages as identified in the Work Authorization for the reconstruction of FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83 in two sections. Section 1 is from Bus 83 to Champion Street and Section 2 is from Champion Street to US 281. The proposed improvements are to overlay the Section 1 and reconstruct Section 2 from an existing 28' roadway to 40 foot rural roadway providing for two lanes and shoulders along with associated drainage, structures, and grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.** In addition, the scope includes coordinating the utilities along the project limits in preparation for construction.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this contract, except as otherwise specified in Exhibit A, "Services to be Provided by the County".

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- ***FC110 ~ Design Schematic Development***
- ***FC120 ~Social, Economic, and Environmental Studies, and Public Involvement***
- ***FC130 ~ Existing Right-of-Way Determination***
- ***FC150 ~ Design Surveys***
- ***FC160 ~ Roadway Design***
- ***FC161 ~ Hydrologic/Hydraulic Study***
- ***FC162 ~ Signing, Pav't Marking, Signals***

- ***FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc***
- ***FC164 ~ Contract Management***
- ***FC 320 – Construction Inspection and Construction Material Testing***
- ***FC 600 – ROW Acquisition Services***

FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting for this project will be scheduled. The Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- The Schematic details will be completed to the Districts identified checklist.

Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

The Engineer will conduct the necessary research and field investigations to prepare an

Environmental Assessment document to obtain a Finding of No Significant Impacts (FONSI) clearance for the project.

Task I. Document Purpose and Need for the Project: This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

Task II. Alternatives: This section will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

Task III. Affected Environment and Environmental Consequences: For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

Land Use and Socio-economic Impacts: Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

Ecological Resources: A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

Hazardous Materials: A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

Noise and Air Quality: A noise analysis and air quality impacts will be assessed under this scope.

Field Investigations: Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

Graphics: Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

Public Involvement – A discussion will be provided regarding any public involvement which occurs on the project.

Report Preparation and Submittal – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the

adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the TxDOT Pharr District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

Coordination – L&G will coordinate with the SWCA to conduct all Cultural Resource Surveys and reports. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

Assumptions used to derive to proposed fee estimate and scope of services:

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in 30 days after the public meeting and/or receipt of data needed.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

SWCA will conduct and prepare all Cultural Resource surveys and reports as required by TxDOT.

FC 130 ~ PRELIMINARY ROW DETERMINATION

FM 493 From Champion Street to US 281

General

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-feet stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground.** This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.

a. This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
c. Monumentation set or found will be shown and described as to material and size.
d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
e. Intersecting streets will be shown and identified by name and right-of-way width.
f. Railroads will be shown and identified by name and right-of-way width.
g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

FC 150 ~ DESIGN SURVEYING

FM 493 From Champion Street to US 281

A. Design Survey

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 from Bus 83 to US 281. The Basis for the H & V Control shall be the control previously established on US 281.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.
2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.
3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.

6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.

7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tieing in all topo.

B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.

2. A horizontal and vertical. control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control. Points as well as describe the basis of the datum's used.

FC 160 – DESIGN

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

FC 161 – DRAINAGE

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

FC 161 - STORM WATER POLUTION PREVENTION PLAN (SW3P)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

FC 162 - SIGNAL DESIGN

Project Understanding

The Engineer will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 after and if warrants are met.

TASK 1 – General Notes for Traffic Signal installation

The Engineer will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

TASK 2 – Estimate and Quantities

THE ENGINEER will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

THE ENGINEER will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

TASK 3 – Condition Diagram

THE ENGINEER will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

TASK 4 – Proposed Signal Plan Layout

THE ENGINEER will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

THE ENGINEER will contact the local power company for electrical service requirements at each of the above interceptions.

THE ENGINEER will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

TASK 5 – Signal Phasing and Timing

Based on traffic counts furnished by TxDOT, the Engineer will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

TASK 6 – Standard Sheets List

The Engineer will prepare a list of standard sheets for the 60%, 90% and 100% submittals. The Engineer will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

TASK 7 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

TASK 8 – Electrical Schedules

The Engineer will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

TASK 9 – Field Investigation and Meetings

The Engineer will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

The Engineer will participate in one project progress meeting with L&G/TxDOT.

TASK 10 – Other services

The Engineer will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length

shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and any signal pole locations.

TASK 2 – Estimate and Quantities

The Engineer will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 162 – SIGNING AND DELINEATION LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

Existing signs to remain in place
Existing signs to be removed
Proposed new signs
Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

TASK 2 – Summary of Small Signs

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 163 - IRRIGATION SIPHONS AND CANALS

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

FC 163: TRAFFIC CONTROL

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

FC 163: UTILITIES

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the County or at L&G's office in coordination with TxDOT)

A. Determine the ownership of the existing utilities on the subject project.

B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.

C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the County, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.

   1. A reproducible drawing 8-1\2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment

   2. Drawing will include the following:

      a) Existing and/or proposed R.O.W lines.
      b) Existing and/or proposed roadways.
      c) Proposed drainage structure

d) Existing underground utility in plan and profile.
e) Owner of utility.
f) Benchmark

3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.

4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:

   a) Highway station number.
   b) Name of utility company and type of facility.
   c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.

4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.

5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

FC 163: BIDDING DOCUMENTS

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 assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

FC 164 – CONTRACT MANAGEMENT

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

FC 320– CONSTRUCTION INSPECTION & CONSTRUCTION MATERIAL TESTING

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 (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
2) The Engineer will coordinate and conduct a pre-construction conference.
3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
4) Contractor Payment. The Engineer will have a day to day inspector and the Engineer will review quantities as submitted by the Contractor and in coordination with the County's field inspector for the preparation of the monthly and final estimates for payment to the Contractor.
5) The Engineer will provide Project site inspection of the authorized construction contract(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 contract plans and specifications.
   b) Resident Engineer and/or Construction Inspector(s). The Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.
6) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.
7) 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 contract specifications.
   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
8) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
9) 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.

FC 600– RIGHT-OF-WAY ACQUISITION PROVIDER SERVICES

1) *Project Administration*

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with County personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office

(1) No Joint Use of County or TxDOT facilities
(2) Open during normal County and State work hours
(3) Personnel available to answer questions
(4) Availability of Project Files
(5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to County of Hidalgo. Written approval by the County required for any exception.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial <u>is not</u> part of this contract, and shall be paid by the County.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Mission.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) Closing Service Fees

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) Relocation Assistance Services

a. Residential & Business

i. <u>There are no anticipated relocations or displacements for this contract.</u>

9) **Condemnation Support**

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
   iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
   iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.
   v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
   vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
   vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.
   viii) Upon assignment of a court, the County Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
   ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
   x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.
   xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
   xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
   xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.
   xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
   xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
   xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by County Attorney)
   i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.
   ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
   iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
   iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the County, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
   v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.
   vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
   vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
   viii) Send written notices of the date of deposit to the County Administration office and all interested parties.
   ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
   x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

EXHIBIT "C"
WORK SCHEDULE

EXHIBIT "D"
FEE SCHEDULE

EXHIBIT "D" FEE SCHEDULE
L&G Consulting Engineers, Inc
2007

Job Description (NSPE Grade)	Base Rate*	Contract Rate**
Project Manager	50.00	155.00
Senior Engineer	44.00	136.40
Env. Manager/Specialist	43.00	133.30
Engineer	33.65	104.32
GIS/ Env. Specialist	32.09	99.48
Designer	33.00	102.30
Engineer in Training (EIT)	24.72	76.63
Engineering Technician	24.04	74.52
CADD Operator	21.00	65.10
Administrative Assistant	17.50	54.25

Direct Labor = 100.00%
Overhead = 175.00%
Direct Labor + Overhead = 275.00%
Profit Rate = 12.5%
(275.00 x 0.125) =34.38
Multiplier = (275.00+ 34.38)/100 = 3.10

* Base Rate = average weighted estimated salary without burden.
** These are the rates to be used to negotiate work authorizations: These rates are estimates: Billings will be invoiced at Base Rate marked up by 3.10

*Base Rate = estimated raw salary without burden

REIMBURSABLE DIRECT EXPENSES

Mileage	$(***)/mi	
Car Rental	$60.00/Day	
Lodging	$(***)/day	
Meals	$(***)/day	
Air Travel	$200/Round Trip	
B&W Copies (8.5x11)	$ 0.10	/sheet
B&W Copies (11x17)	$ 0.20	/sheet
Color Copies (8.5x11)	$ 1.00	/sheet
Color Copies (11x17)	$ 1.50	/sheet
Mylar (11x17)	$ 2.00	/sheet
Report Binders/Materials	$ 9.00	/report
Digital Plotter (Schematics)	$ 1.25	/sq. ft.
Overnite Carrier Cost	$ 15.00	/each
Bond Plots, third party	$ 2.00	/linear ft.
Mylar Plots, third party	$ 3.50	/sq. ft.
CADD Machine Cost	$ -	included in Overhead Rate

*** Not to exceed prevailing rate for client employees (additional lodging taxes allowed)

EXHIBIT "D" FEE SCHEDULE

ENGINEERING BUDGET ESTIMATE AND FEE FOR FM 493 SOUTH PROJECT

ROADWAY PROJECT ENTIRE LENGTH (Miles) Section 1: From BUS 83 to Champion St. (0.78 mi) Section 2: From Champion St to US 281 (5.87 mi)	6.65 Miles
LIMITS:	US 281 Military North 6.65 miles to BUS 83
EXISTING ROADWAY SECTION:	64' F-F urban roadway and a 28'/32' Rural
EXISTING ROW WIDTH:	80' - 60' (varies)
PROPOSED INITIAL ROADWAY SECTION: PROPOSED ULTIMATE ROADWAY SECTION:	40' Rural 84' F-F Urban
PROPOSED ROW WIDTH:	120' max
ESTIMATED CONSTRUCTION COST **ULTIMATE ROADWAY SECTION** (3.6 Mil/mi) (5.87 Miles)	$21,132,000.00
ESTIMATED CONSTRUCTION COST **INITIAL ROADWAY SECTION** (BUS 83 South to US 281) (0.78 miles of 64' F-F overlay, 5.87 miles of reconstruction to 40-ft rural roadway)	$5,198,864.93

ESTIMATED PROJECT COSTS	*FEDERAL*	*STATE*	*COUNTY*
TOTAL ROADWAY CONSTRUCTION COST	$ 3,634,649.07	$ 1,564,215.86	$ -
Section 1: From BUS 83 to Champion St. (0.78 mi)		$ 219,171.98	
Section 2: From Champion St to US 281 (5.87 mi)		$ 1,345,043.88	
WORK AUTHORIZATION NO. 1			
Schematic based on ultimate construction design (15% of 8% PS&E)			$ 254,000.00
Preliminary ROW Ownership			$ 35,000.00
Environmental Assessment & PI Support and Hist and Archeological			$ 90,000.00
Design Surveys			$ 150,000.00
Outfall Identification & Hydrologic Map Fed/state/county requirements			$ 67,000.00
Utility Coordination on State Project w/Fed funds			$ 102,000.00
PS&E Development (8% of est initial construction cost)			$ 416,000.00
Bid Documents in accordance w/Fed/State			$ 30,000.00
ESTIMATED WORK AUTHORIZATION NO. 2 PENDING			
ROW Mapping & Field Surveying (based on 126 parcels)		$ 378,000.00	
Compensible Utilities (3 high-pressure gas lines)	$ 250,000.00	$ -	$ -
Land Value Costs	$ 1,110,000.00	$ -	$ -
Roadway Right-of-Way Costs - Acq.Services @ (est. 126 Parcels @ $10,000/Parcel Avg.)			$ 1,260,000.00
ESTIMATED WORK AUTHORIZATION NO. 3 PENDING			
Construction Inspection & Construction Material Testing			$ 600,000.00
SUB-TOTAL WORK AUTHORIZATION NO. 1			**$ 1,144,000.00**
SUB-TOTAL WORK AUTHORIZATION NO. 2			**$ 1,260,000.00**
SUB-TOTAL WORK AUTHORIZATION NO. 3			**$ 600,000.00**
TOTAL PROJECT COST	**$ 4,994,649.07**	**$ 1,942,215.86**	**$ 2,404,000.00**

EXHIBIT "E"
WORK AUTHORIZATION

HIDALGO COUNTY

Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.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

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

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:

1. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"
CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 07/01/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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

INSURED
L & G Consulting Engineers Inc
dba L & G Engineering
2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fidelity & Guaranty Insurance Compan	35386
INSURER B: SOUTHERN VANGUARD INSURANCE COMPANY	
INSURER C: Ace American Insurance Company	22667
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	PACP2822L500TLC08	07/19/08	07/19/09	EACH OCCURRENCE	$2,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$4,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$4,000,000
A		AUTOMOBILE LIABILITY	PACP2822L500TLC08	07/19/08	07/19/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000268001	07/23/08	07/23/09	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
C		OTHER Professional	EONG2363384A002	07/20/08	07/20/09	$1,000,000 ea. Claim $1,000,000 Aggregate $15,000 Ded. ea. Claim	

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

** Supplemental Name **

First Supplemental Name applies to all policies - L & G Consulting Engineers Inc:

Hidalgo County & Texas Dept of Transporation is covered as Additional

(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County
400 W 13th Street
Mission, TX 78572

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION

Client: Hidalgo County

ATTACHMENT C
WORK SCHEDULE
FM 493
FROM US 281, North to Business 83

TASK AND DESCRIPTION	FIRM	2008			2009												2010										
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
WORK AUTHORIZATION NO. 1																											
PROJECT PLANNING																											
Obtain Right of Entry (SURVEYING)	L&G																										
Update Planimetric and DTM files	L&G																										
DESIGN SURVEYS	L&G																										
EXISTING RIGHT-OF-WAY LAYOUT	L&G																										
□ meetings - w/ Hidalgo County Drainage District No. 1	L&G																										
□ meetings w/ City of Donna	L&G																										
□ meetings - w/ Precinct No.1	L&G																										
Hydrologic Map	L&G																										
Utility Coordination	L&G																										
Coordination with TXDOT AND COUNTY	L&G																										
Coordination with 2 Irrigation Districts	L&G																										
Schematic & Environmental Document Development																											
Develop Schematic with outfalls	L&G																										
Meet w/TxDOT and revise schematic as per comments	L&G																										
TXDOT and COUNTY approves Schematic	TXDOT																										
Schedule and hold public meeting	TXDOT																										
Draft Environmental Document, Field Visits, etc	L&G																										
Submit Draft EA	L&G																										
District Review/Revisions	TXDOT																										
ENV Review/Revisions	TXDOT																										
Revisions as per ENV comments	L&G																										
Agency Coordination	TXDOT																										
Environmental Clearance	TXDOT																										
PS&E DEVELOPMENT																											
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																										
COMPLETE INTERSECTION LAYOUTS	L&G																										
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																										
DESIGN STORM DRAIN SYSTEM	L&G																										
DESIGN ROADWAY	L&G																										
SIGNING, PAV'T MARKINGS AND SIGNALS	L&G																										
TXDOT REVIEW PLANS	TXDOT																										
Complete Bidding Documents and recieves bids	L&G																										
TXDOT COMPLETES ROW MAP																											
WORK AUTHORIZATION NO. 2																											
ROW ACQUISITION PROVIDER SERVICES																											
Project Administration																											
Coordination with County and TxDOT																											
Preliminary Administrative & Acquisition Process																											
Title Commitments																											
Appraisal Reports																											
Appraisal Review Reports																											
Appraisal Update Reports																											
Approved Values by TXDOT																											
Acquisition Negotiation Offers																											
Title Curative Process																											
Title Commitment Updates																											
Payments for Parcels																											
Condemnation Support Process																											
Eminent Domain Proceedings by COUNTY																											
Title Insurance Policies - Negotiations/ED																											
Consummation of Outstanding Cases																											
WORK AUTHORIZATION NO.3																											
CONSTRUCTION INSPECTION																											
Project Administration																										18 MTHS	

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK & ROW ACQUISITION PROVIDER SERVICES
TXDOT FUNCTION
CONSTRUCTION MANAGEMENT

3:41 PM10/16/2008

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes _____,Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, and Roadway Design for the reconstruction of FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" - Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" - Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $1,144,000.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section____ 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. 1.

HIDALGO COUNTY

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2007.

THE ENGINEER:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Juan D. Salinas, III, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" – Service to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D" – Cost Proposal

EXHIBIT "B"

Services to be provided by the Engineer

PROJECT LIMITS:

- **FM 493: From US 281 (Military Highway), North 6.65 Miles, to Business 83**

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Contract shall consist of providing Engineering Services required for the preparation of Schematics, Preliminary ROW Ownership, Environmental Assessment, Public Involvement, Design Surveys and ROW Determination, Outfall Identification and Hydrologic Map, Utility coordination, PS&E Development and bidding documents. In addition, this contract will include ROW acquisition provider services and construction inspection and construction material testing. The Engineer will prepare bid packages as identified in the Work Authorization for the reconstruction of FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83 in two sections. Section 1 is from Bus 83 to Champion Street and Section 2 is from Champion Street to US 281. The proposed improvements are to overlay the Section 1 and reconstruct Section 2 from an existing 28' roadway to 40 foot rural roadway providing for two lanes and shoulders along with associated drainage, structures, and grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.** In addition, the scope includes coordinating the utilities along the project limits in preparation for construction.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this contract, except as otherwise specified in Exhibit A, "Services to be Provided by the County".

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- ***FC110 ~ Design Schematic Development***
- ***FC120 ~Social, Economic, and Environmental Studies, and Public Involvement***
- ***FC130 ~ Existing Right-of-Way Determination***
- ***FC150 ~ Design Surveys***
- ***FC160 ~ Roadway Design***
- ***FC161 ~ Hydrologic/Hydraulic Study***
- ***FC162 ~ Signing, Pav't Marking, Signals***

- ***FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc***
- ***FC164 ~ Contract Management***
- ***FC 320 – Construction Inspection and Construction Material Testing***
- ***FC 600 – ROW Acquisition Services***

FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting for this project will be scheduled. The Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- The Schematic details will be completed to the Districts identified checklist.

Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

The Engineer will conduct the necessary research and field investigations to prepare an

Environmental Assessment document to obtain a Finding of No Significant Impacts (FONSI) clearance for the project.

Task I. Document Purpose and Need for the Project: This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

Task II. Alternatives: This section will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

Task III. Affected Environment and Environmental Consequences: For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

Land Use and Socio-economic Impacts: Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

Ecological Resources: A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

Hazardous Materials: A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

Noise and Air Quality: A noise analysis and air quality impacts will be assessed under this scope.

Field Investigations: Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

Graphics: Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

Public Involvement – A discussion will be provided regarding any public involvement which occurs on the project.

Report Preparation and Submittal – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the

adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the TxDOT Pharr District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

Coordination – L&G will coordinate with the SWCA to conduct all Cultural Resource Surveys and reports. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

Assumptions used to derive to proposed fee estimate and scope of services:

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in 30 days after the public meeting and/or receipt of data needed.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

SWCA will conduct and prepare all Cultural Resource surveys and reports as required by TxDOT.

FC 130 ~ PRELIMINARY ROW DETERMINATION

FM 493 From Champion Street to US 281

General

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-feet stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground**. This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.

a. This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
c. Monumentation set or found will be shown and described as to material and size.
d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
e. Intersecting streets will be shown and identified by name and right-of-way width.
f. Railroads will be shown and identified by name and right-of-way width.
g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

FC 150 ~ DESIGN SURVEYING

FM 493 From Champion Street to US 281

A. Design Survey

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 from Bus 83 to US 281. The Basis for the H & V Control shall be the control previously established on US 281.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.
2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.
3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.

6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.

7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tieing in all topo.

B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.

2. A horizontal and vertical. control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control. Points as well as describe the basis of the datum's used.

FC 160 – DESIGN

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

FC 161 – DRAINAGE

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

FC 161 - STORM WATER POLUTION PREVENTION PLAN (SW3P)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

FC 162 - SIGNAL DESIGN

Project Understanding

The Engineer will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 after and if warrants are met.

TASK 1 – General Notes for Traffic Signal installation

The Engineer will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

TASK 2 – Estimate and Quantities

THE ENGINEER will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

THE ENGINEER will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

TASK 3 – Condition Diagram

THE ENGINEER will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

TASK 4 – Proposed Signal Plan Layout

THE ENGINEER will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

THE ENGINEER will contact the local power company for electrical service requirements at each of the above interceptions.

THE ENGINEER will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

TASK 5 – Signal Phasing and Timing

Based on traffic counts furnished by TxDOT, the Engineer will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

TASK 6 – Standard Sheets List

The Engineer will prepare a list of standard sheets for the 60%, 90% and 100% submittals. The Engineer will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

TASK 7 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

TASK 8 – Electrical Schedules

The Engineer will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

TASK 9 – Field Investigation and Meetings

The Engineer will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

The Engineer will participate in one project progress meeting with L&G/TxDOT.

TASK 10 – Other services

The Engineer will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length

shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and any signal pole locations.

TASK 2 – Estimate and Quantities

The Engineer will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 162 – SIGNING AND DELINEATION LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

Existing signs to remain in place
Existing signs to be removed
Proposed new signs
Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

TASK 2 – Summary of Small Signs

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 163 - IRRIGATION SIPHONS AND CANALS

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

FC 163: TRAFFIC CONTROL

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

FC 163: UTILITIES

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the County or at L&G's office in coordination with TxDOT)

A. Determine the ownership of the existing utilities on the subject project.

B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.

C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the County, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.

   1. A reproducible drawing 8-1\2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment

   2. Drawing will include the following:

      a) Existing and/or proposed R.O.W lines.
      b) Existing and/or proposed roadways.
      c) Proposed drainage structure

d) Existing underground utility in plan and profile.
e) Owner of utility.
f) Benchmark

3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.

4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:

   a) Highway station number.
   b) Name of utility company and type of facility.
   c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.

4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.

5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

FC 163: BIDDING DOCUMENTS

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 assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

FC 164 – CONTRACT MANAGEMENT

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

AI-12568 **15.C.1.**

COMPUTER EQUIPMENT

CC REGULAR

Date:	12/09/2008
Submitted By:	Tanya Delira, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (DIR) Department of Information Resources awarded vendor-Calence LLC, DIR-SDD-236, requisition # 144376 in the total amount of $21,761.60 for Precinct #2 South Tower Road Community Resource Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-466-00-122-082-0-665 & 745

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

BUDGETARY IMPACT:

Available balance in 665 & 745 is $195.87 & $2,378.50 (respectively) as of 12/4/08. Additional funding is pending approval of transfer (AI-12571) in the total amount of $20,813.10.

Attachments

Link: CRC EQUIPMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/03/2008 03:01 PM	APRV
2	Budget & Management	Veronica Lopez	12/03/2008 03:10 PM	APRV
3	Dale Kennan	Dale Kennan	12/04/2008 09:54 AM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	PEND

Form Started By: Tanya Delira Started On: 12/02/2008 03:30 PM

Final Approval Date: 12/05/2008

Requisition

Req # 00144376
PO # 12568
Date: 12/01/08

Regular # 12568 12/9/08

Bill To: x
x

Vendor : 327913
CALENCE LLC
1560 WEST FOUNTAINHEAD PARKWAY
2ND FLOOR
TEMPE AZ 85282
FAX (408)547-0327

Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No:

Special Instructions:
REQ.#0078

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SOUTH TOWER-ALAMO COMMUNITY RESOURCE CENTER BUILDING DO NOT DUPLICATE ORDER		
4.00	EACH	#WS-C3750-48PS-S CATALYST 3750 48 10/100 PoE+4 SFP STANDARD IMAGE	4,757.20	19,028.80
1.00	EACH	#CAB-STACK-50CM (4) CISCO STACKWISE 50CM STACKING	.00	.00
1.00	EACH	#CAP-AC (4) POWER CORD, 110V	.00	.00
4.00	EACH	#CON-SNT-375048PS SMARTNET 8X5XNBD CATALYST 3750 48 10/	403.20	1,612.80
4.00	EACH	#GLC-SX-MM-GE SFP, LC CONNECTOR SX TRANSCEIVER	280.00	1,120.00
1.00		QUOTE # Q-089335-1		.00
		Account No _____	Encumbrance	
		Line item transfer attached	Freight	.00
		CONNECTIONS NEEDED TO HOOP UP COMPUTERS, PHONES, CAMERA, ETC.	Total	21,761.60
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR

Authorized By: _____

Requisition

Req # 00144376

PO #

Date: 12/01/08

Regular #13568 12/9/08

Bill To: x
x

Vendor : 327913
CALENCE LLC
1560 WEST FOUNTAINHEAD PARKWAY
2ND FLOOR
TEMPE AZ 85282
FAX (408)547-0327

Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No:

Special Instructions:
REQ.#0078

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SOUTH TOWER-ALAMO COMMUNITY RESOURCE CENTER BUILDING DO NOT DUPLICATE ORDER		
4.00	EACH	#WS-C3750-48PS-S CATALYST 3750 48 10/100 PoE+4 SFP STANDARD IMAGE	745 4,757.20	19,028.80
1.00	EACH	#CAB-STACK-50CM (4) CISCO STACKWISE 50CM STACKING	.00	.00
1.00	EACH	#CAP-AC (4) POWER CORD, 110V "Ext Warranty"	.00	.00
4.00	EACH	#CON-SNT-375048PS SMARTNET 8X5XNBD CATALYST 3750 48 10/	403.20	1,612.80
4.00	EACH	#GLC-SX-MM-GE SFP, LC CONNECTOR SX TRANSCEIVER	665 280.00	1,120.00
1.00		QUOTE # Q-089335-1		.00
		Account No	Encumbrance	
		8-1100-466-00-122-082-0-739	21,761.60	
			Freight	.00
			Total	21,761.60
		CONNECTIONS NEEDED TO HOOP UP COMPUTERS, PHONES, CAMERA, ETC.		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		# 48856 # 48857 # 48858 # 48859		
		6354		
				DIR

Authorized By: _____

CALENCE™
1560 West Fountainhead Parkway
2nd Floor
Tempe, AZ 85282

Account Manager Berger, Diana
diana.berger@calence.com
Phone (956) 661-5561
Client Advocate Fain, Timothy
timothy.fain@calence.com
Phone (512) 691-2026
Fax (512) 691-9480

Texas Department of Information Resources

Quotation

Pcard #144376

Quote Number.....: Q-089335-1
Date.....: 11/25/2008
Shipping Terms.....: FOB - O
Payment Terms.....: Net 30 days
Quote Valid Thru....: 12/25/2008

DIR Agreement #...: DIR-SDD-236

County of Hidalgo
Information Technology Department
100 N. Closner, 1st Floor
Edinburg, TX 78539

Part Number	Description	Qty	List price	Disc.	Trade In	Unit price	Ext Price
WS-C3750-48PS-S	Catalyst 3750 48 10/100 PoE + 4 SFP Standard Image	4	$ 8,495.00	44.00 $		$ 4,757.20	$ 19,028.80
CAB-STACK-50CM	CISCO STACKWISE 50CM STACKING	4	$ 0.00	44.00 $		$	$ 0.00
CAB-AC	Power Cord,110V	4	$ 0.00	44.00 $		$	$ 0.00
CON-SNT-375048PS	SMARTNET 8X5XNBD Catalyst 3750 48 10/	4	$ 504.00	20.00 $		$ 403.20	$ 1,612.80
GLC-SX-MM=	GE SFP, LC connector SX transceiver	4	$ 500.00	44.00 $		$ 280.00	$ 1,120.00

* Please contact your Account Manager for financing options.

Total Hardware	**$**	**20,148.80**
Total Maintenance	**$**	**1,612.80**
Estimated Tax	**$**	**0.00**
Estimated Freight	**$**	**0.00**
Quote Total	**$**	**21,761.60**

Proprietary and confidential. For use only by addressee.

CALENCE™
1560 West Fountainhead Parkway
2nd Floor
Tempe, AZ 85282

Account Manager Berger, Diana
diana.berger@calence.com
Phone (956) 661-5561

Texas Department of Information Resources

Quotation

Quote Number .....: Q-089335-1
Date .....: 11/25/2008
Shipping Terms.....: FOB - O
Payment Terms .....: Net 30 days
Quote Valid Thru....: 12/25/2008

DIR Agreement #...: DIR-SDD-236

Intended address

TERMS AND CONDITIONS

This transaction is governed by the applicable contract between Calence,LLC and the Texas Department of Information Resources Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction: http://www.calence.com/dir/CalenceWarrantyandReturnPolicies.pdf

The above-referenced contract and warranties and disclaimers are hereby incorporated herein by this reference. CALENCE,LLC SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT OR COMMUNICATION (A 'PURCHASE ORDER'). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL SUPERSEDE ANY CONFLICTING, CONTRARY, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER.

Proprietary and confidential. For use only by addressee.

144376

AI-12571 **2.0.0.**

Budget Line-Item Transfer for Alamo CRC Building

CC CONSENT

Date: 12/09/2008

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Submitted For: Yolanda Cisneros

Department: COMM. PCT. #2

Agenda Category: Intradepartmental Transfers:

Information

CAPTION

2008 - Pct. #2 S. Tower CRC (1100)

BACKGROUND

Fiscal Impact

Attachments

Link: Agenda Request LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Yolanda Cisneros	12/02/2008 04:26 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			

Form Started By: Yolanda Cisneros Started On: 12/02/2008 04:26 PM

144376

2008
Transfer

THE COUNTY OF HIDALGO TEXAS

DATE: December 2, 2008

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 8-1100-466-00-122-082-0-XXX CRC-S. Tower Center

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
739	OTHER STRUCTURES	665	MINOR COMPUTER EQUIPMENT	$2,550.00
739	OTHER STRUCTURES	745	COMPUTER EQUIPMENT	$16,700.00
			TOTAL	**$19,250.00**

REASON:
Transfer needed for any other expenditures at the South Tower Community Resource Center in Alamo.

DEPARTMENT HEAD SIGNATURE

12/2/2008
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY PRECINCT #2
COMMISSIONER
HECTOR "TITO" PALACIOS

FACSIMILE TRANSMITTAL SHEET

TO: Mary

FROM: Yoli Cisneros – Admin. Assistant II

COMPANY: Purchasing Dept.

DATE: 12/02/2008

FAX NUMBER: 9-318-2629

NUMBER OF PAGES: 3 (Including Cover Sheet)

PHONE NUMBER

SENDER'S PHONE NUMBER: (956) 787-1891 Ext. #2002

RE: Req #144376

SENDER'S FAX NUMBER: (956) 787-4683

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Happy Holidays!!

THANK YOU!!!!!

E-Mail Address: yoli.cisneros@co.hidalgo.tx.us

If you have any problems in receiving this fax, please call (956) 787-1891

301 EAST STATE
PHARR, TEXAS 78577

HIDALGO COUNTY PRECINCT #2
COMMISSIONER
HECTOR "TITO" PALACIOS

FACSIMILE TRANSMITTAL SHEET

TO: MATI	FROM: **Yoli Cisneros**
COMPANY: **Hidalgo County Purchasing Dept.**	DATE: **12/1/2008**
FAX NUMBER: **383-2629**	TOTAL NO. OF PAGES INCLUDING COVER: **3 Pages**
PHONE NUMBER:	SENDER'S PHONE NUMBER: **(956) 787-1891**
REG: **Quotes for REQ.# 144376 Calence**	YOUR FAX NUMBER: **(956) 787-4683**

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

ylj

AI-12633 **15.C.2.**

Request for Payment on Invoice 2616 for R. Gutierrez Engineering for South Tower Estates Subd.

CC REGULAR

Date:	12/09/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for payment of Invoice No. 2616 in the amount of $51,328.00 (South Tower Estates Subdivision) from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, after Auditor's review and processing procedures completed and authority for County Treasurer to issue payments/checks;

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:

PO# 613388 has $82,124.00 available as of 12/5/08.

Attachments

Link: Invoice 2616

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 05:15 PM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 07:50 AM	APRV
3	Dale Kennan	Dale Kennan	12/05/2008 09:56 AM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Rocio Villarreal Started On: 12/03/2008 04:48 PM

Final Approval Date: 12/05/2008

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2616
Wednesday, November 26, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024b South Tower Estates Subdivision

Professional Services for the Period: 11/12/2008 to 11/26/2008

Billing Group: 01 *Phased Fixed Fee*

Paving and Drainage Design

Contract #: *C-08-381-09-16 (WA#2)(PO#613388)*

Billing Fee: $82,124.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Phase (50%)	51,328.00	100.00	51,328.00	0.00	51,328.00
Design Phase (30%)	30,796.00	0.00	0.00	0.00	0.00
			Total Phases:		***$51,328.00***

Phase Billing Totals: ***$51,328.00***

Billing Group Subtotal: 51,328.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$51,328.00***

Ramiro Gutierrez
President

613388
8-1202-431-00-122-006-0-734
Req #143868

INVOICE RECEIVED BY:
ON 11/26/08
GOODS/SERVICES RECEIVED BY:
ON 11/26/08

R. Gutierrez Engineering Corporation

November 26, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: South Tower Estates Subd – Invoice
ENG08.024b

Dear Commissioner Palacios:

I am submitting an invoice for the work completed to date on the above referenced project. The Preliminary Phase of this project is 100% complete. I have attached a set of plans for your records.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

AI-12631 **15.C.3.**

Request for Payment No. 1; 3; and 4 for VA Architecture on the South Tower CRC/Park Project for Pct 2

CC REGULAR

Date:	12/09/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Approval of Request for Payment No. 1 in the amount of $9,838.40, Payment No. 3(Reimbursable) in the amount of $1,112.93 and Payment No. 4 in the amount of $1,019.50, from V-A Architecture, contracted architect for "South Tower CRC/Park Project" C-07-042-04-17.

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:

PO# 613390 has $42,607.50 available as of 12/5/08, to pay pending "Payment No. 1, 3 & 4". Backup added for "Payment No. 1", department aware of invoice missing departmental approval stamp and signature, and will provide Auditor's with original completed documentation.

Attachments

Link: Request for Pmt #1

Link: Payment No. 3 & 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 05:12 PM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 07:49 AM	APRV
3	Dale Kennan	Dale Kennan	12/05/2008 02:09 PM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Rocio Villarreal — Started On: 12/03/2008 04:39 PM

Final Approval Date: 12/05/2008

V·A Architecture

December 2, 2008

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: **South Tower CRC/Park Pending Construction Items:**
Purchasing and Installation of Solar Powered Lights
Hidalgo County Pct. 2
Alamo, Texas
Request for Payment

Commissioner Palacios:

Enclosed please find four sets of the following:

1. Document B, Review and Approval by Hidalgo County Precinct 2 of Architect's Request for Payment #1 for the **South Tower CRC/Park Pending Construction Items: Purchasing and Installation of Solar Powered Lights** , for your signature
2. **Architect's Request for Payment #1 in the amount of $9,838.40** for the **South Tower CRC/Park Pending Construction Items.**

Please forward one set to Lupita Garza, Hidalgo County Auditor's Office.

Sincerely,

Reynaldo Vargas, A.I.A.
RV:sic
07-1004A\INV LTRS\#2R

Your prompt attention to this request is greatly appreciated.

RECEIVED BY:_____ TIME:_____

cc: Moisés Salazar, Hidalgo County Purchasing Department

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: One

Project Name: South Tower CRC/Park Pending Construction Items No. 07-1004C
Purchase and Installation of Solar Powered Lights Bid # 2008-388-11-26-OTM
Hidalgo County Pct. 2
Alamo, Texas

Architetural Firm: V-A Architecture

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Contract Amount *$		**$189,200.00**	**Arch % Rate:**	**6.5%**	***$ Max. Contract Amt.**	**$12,298.00**
Scope of Services	**Estimated Budget**	**% Completed To Date**	**Total Due**	**Less Prev. Payments**		**Amount Due This Request**
Schematic Desgign A/E Fee 15%	*$ 1,844.70	100%	*$ 1,844.70	*$ 0.00	*$	1,844.70
Design Development A/E Fee 20%	*$ 2,459.60	100%	*$ 2,459.60	*$ 0.00	*$	2,459.60
Constr. Doc. Phase A/E Fee 40%	*$ 4,919.20	100%	*$ 4,919.20	*$ 0.00	*$	4,919.20
Bidding Phase A/E Fee 5%	*$ 614.90	100%	*$ 614.90	*$ 0.00	*$	614.90
Construction Adm. A/E Fee 20%	*$ 2,459.60	0%	*$ 0.00	*$ 0.00	*$	0.00
Reimbursables	*$ 0.00	0%	*$ 0.00	*$ 0.00	*$	0.00
TOTALS	*$ 12,298.00		*$ 9,838.40	*$ 0.00	*$	9,838.40
				Total Amount This Request	*$	**9,838.40**

I certify that the above is true and correct to
the best of my knowledge.

VA Architecture — December 2, 2008
Architect — Date

Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2 – SOUTH TOWER ROAD MULTI-PURPOSE FACILITY (CRC)

BID OPENING DATE: NOVEMBER 26, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "PURCHASE AND INSTALLATION OF SOLAR POWERED LIGHTS "

BID NO: 2008-388-11-26-OTM	**BUYER: OLGA MONTERO**

BID # RFB#	NAME OF COMPANY	TOTAL PRICE	Addendum #1	BID BOND OR CHECK INCLUDE
#1	JAS ELECTRIC INC. 1943 PORTLAND ST. MCALLEN TEXAS 78503 ATTN: JERRY CASAREZ OFFICE: (956) 682-9488 CELL (956) 279-9351	**$257,500.00**	√	√
#2	SOL TECHNOLOGIES 606 S. MISSOURI AVE WESLACO, TEXAS 78596 ATTN: ISRAEL ORTIZ (956) 975-2510	**$189,200.00**	√	√
#3				
#4				

V·A Architecture

December 1, 2008

Olga Montero, Buyer
Hidalgo County Purchasing Dept.
2802 Closner
Edinburg, Texas 78539

RE: Purchasing and Installation of Solar Powered Lights
Bid # 2008-388-11-26-OTM

Mr. Montero:

We have reviewed the bids received for the above referenced project. Based on the bids received, we recommend that the project be awarded to SOL Technologies in the amount of $189,200.00.

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul, Project Manager

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

December 2, 2008

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: **South Tower CRC/Park Pending Construction Items**
Hidalgo County Pct. 2
Alamo, Texas
Request for Payment

Commissioner Palacios:

Enclosed please find four sets of the following:

1. Document B, Review and Approval by Hidalgo County Precinct 2 of Architect's Request for Payment #3 (Reimbursable) for the **South Tower CRC/Park Pending Construction Items**, for your signature
2. **Architect's Request for Payment #3 (Reimbursable) in the amount of $1,112.93** for the **South Tower CRC/Park Pending Construction Items.**
3. Document B, Review and Approval by Hidalgo County Precinct 2 of Architect's Request for Payment #4 (Reimbursable) for the **South Tower CRC/Park Pending Construction Items**, for your signature
4. **Architect's Request for Payment #4 in the amount of $1,019.50** for the **South Tower CRC/Park Pending Construction Items.**

Please forward one set to Lupita Garza, Hidalgo County Auditor's Office.

Sincerely,

Reynaldo Vargas, A.I.A.
RV:sic
07-1004A\INV LTRS\#2R

Your prompt attention to this request is greatly appreciated.

RECEIVED BY: Julie Jackson 12/02/08 TIME: 11:20 AM

cc: Moisés Salazar, Hidalgo County Purchasing Department

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

B.
Review and Approval by Hidalgo County Precinct 2
of Architect's Request for Payment

Project	**South Tower CRC/Park Pending Construction Items**
PO#	Pending
Request for Payment:	#3 (Reimbursable)
In the amount of:	$1,112.93
Submitted by:	V·A Architecture
For Period to:	December 2, 2008

Reviewed and Approved by:

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

Date:

613390
8-1212-452-00-122-008-0-739
Req. #143944

_ , & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

INVOICE RECEIVED BY:
_____ ON 12/02/08
GOODS/SERVICES RECEIVED BY:
_____ ON 12/02/08

V·A Architecture

REQUEST FOR PAYM] THREE (REIMBURSABLE)

Project Name: South Tower CRC/Park Pending Construction Items — No. 07-1004A
Hidalgo County Pct. 2
Alamo, Texas

Architetural Firm: V-A Architecture

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Scope of Services	Invoice	Multiplier	Total Due	Less Prev. Payments	Amount Due This Request
Reproduction	*$ 1,011.75	1.1	*$ 1,112.93	*$ 0.00	*$ 1,112.93
TOTALS	*$ 1,011.75		*$ 1,112.93	*$ 0.00	*$ 1,112.93
				Total Amount This Req	*$ **1,112.93**

I certify that the above is true and correct to
the best of my knowledge.

VA Architecture — December 1, 2008
Architect — Date

Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

PaperBoy Printers
409 E Avocet
McAllen, Texas 78504
956-607-5161

Invoice

Number: **1004**

Date: **October 29, 2008**

Bill To:

V-A Architecture
2029 Industrial Drive
McAllen, TX 78504 U.S.A

Ship To:

V-A Architecture
2029 Industrial Drive
McAllen, TX 78504 U.S.A

P.O. Number	Terms	Customer #	Ship	Via	Project
102908	15				07-1004A

Item #	Description	Quantity	Price Each	Tax	Amount
3624	15 Sets Blueprints	405.00	1.85		749.25
118.5125	15 Sets Specifications	1,875.00	0.14		262.50

South Tower CRC/Park
Pending Construction Items
for
Hidalgo County
Commissioner Hector "Tito" Palacios

Sub-Total	**$1,011.75**
State Tax 8.25% on 0.00	0.00
Total	**$1,011.75**

V·A Architecture

B.
Review and Approval by Hidalgo County Precinct 2
of Architect's Request for Payment

Project	**South Tower CRC/Park Pending Construction Items**
PO#	Pending
Request for Payment:	#4
In the amount of:	$1,019.50
Submitted by:	V·A Architecture
For Period to:	December 2, 2008

Reviewed and Approved by:

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

Date:

613390
8-1212-452-00-122-008-0-739
Req. #143944

INVOICE RECEIVED BY:
Julie ON 12/02/08
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 12/02/08

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Four

Project Name: South Tower CRC/Park Pending Construction Items — No. 07-1004A
Hidalgo County Pct. 2
Alamo, Texas

Architetural Firm: V-A Architecture

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Contract Amount:	**$ 654,390.00**	**Arch % Rate:**	**6.5%**	**Orig. Contract Amt.**	$42,535.35
	Minus Alternate No. 5 & 7 Construction Administration Phase Fee 1				*($1,316.45)*
				Maximum Contract Amount	**$41,218.90**

Scope of Services	**Estimated Budget**	**% Completed To Date**	**Total Due**	**Less Prev. Payments**	**Amount Due This Request**
Schematic Design A/E Fee 15%	$ 6,182.84	100%	$ 6,182.84	$ 6,182.84	$ 0.00
Design Development A/E Fee 20%	$ 8,243.78	100%	$ 8,243.78	$ 8,243.78	$ 0.00
Constr. Doc. Phase A/E Fee 40%	$ 16,487.56	100%	$ 16,487.56	$ 16,487.56	$ 0.00
Bidding Phase A/E Fee 5%	$ 2,060.95	100%	$ 2,060.95	$ 1,041.45	$ 1,019.50
Orig. Construction Adm. A/E Fee	*$ 8,243.78*				
Minus Alt. #5, #7 Constr. Adm. Fe	*$ (1,316.45)*				
	$ 6,927.33	0%	$ 0.00		$ 0.00
Reimbursables	$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
TOTALS	$ 39,902.45		$ 32,975.12	$ 31,955.63	$ 1,019.50
			Total Amount This Request		**$ 1,019.50**

I certify that the above is true and correct to the best of my knowledge.

VA Architecture December 2, 2008
Architect

1 Alternates No. 5: Handball Courts & No. 7 Project Sign in the amount totaling $101,265.00 were designed but not awarded. Therefore, $101,265.00 x 6.5% (A/E Rate) x 20% (Construction Adm. Phase Only) which equals, ($1,316.45), is being deleted from the Construction Administration Fee.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2 Alamo, Texas

November 13, 2008 @ 11:00 am Proposal #2008-403-11-06-MSS

PROPOSALS▼		VENDORS▼	
		CA$ Companies 1708 Santa Ana Ave. Rancho Viejo, Tx 78575 956/350-3781	**Herrera & Hunt, LLC** 1837 Cisco Dr. Los Fresnos, Tx 78566 956/459-1696
ITEM #1: Three 40' diameter pre-engineered heavy timber pavilions with concrete slab		$131,365.00	$197,787.00
ITEM #2: One 1,409 sf restroom and storage building		$222,310.00	$242,939.00
ITEM #3: One 74' x 104' basketball court, including backstops		$80,590.00	$177,729.00
ITEM #4: One 40' x 60' x 18' pre-engineered steel pavilion.		$58,410.00	$79,731.00
ITEM #5: Three 20' x 40' handball courts		$84,745.00	$77,570.00
ITEM #6: Selective sitework and underground utilities		$60,450.00	$40,950.00
ITEM #7: Project sign		$16,520.00	$9,200.00
TOTAL		$654,390.00	$825,906.00
#OF DAYS for any, some, or all items		121 Days	121 Days
ADDENDA	#1	✔	✔
	#2	✔	✔
	#3	✔	✔
Insurance Requirements Acknowledgment		✔	✔
Project Requirements Acknowledgment		✔	✔
Conflict of Interest Questionnaire		✔	✔
Proposer Affidavit			
Bidder / Vendor Application		✔	✔

07-1004A

V·A Architecture
2029 Industrial Drive, McAllen, Texas 78504 (956) 631-2242

AI-12607 **15.C.4.**

Requesting Approval of Amendment for Millennium Engineers for Construction Material Testing for Pct 2

CC REGULAR

Date:	12/09/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

A. Presentation for consideration, discussion, acceptance and approval of an "Amendment" to the current service contract between Hidalgo County and Millennium Engineers Group, Inc. for construction material testings services to reflect to all Precinct No. 2 Projects as awarded to negotiate contract on 7/22/08. C-08-315-09-23;

B. Presentation for consideration, discussion, acceptance, and approval to ratify Work Authorization No. 1 (CC 10/28/08) for "Construction Material Testing for Various Construction Projects at South Tower Park " with Millennium Engineers Group, Inc., to provide engineer services to Hidalgo County Precinct No. 2. C-08-316-10-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739

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

BUDGETARY IMPACT:

Available balance is $309,918.85 as of 12/5/08.

Attachments

Link: Millennium Engineering Amendment Pct 2

Link: WA #1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 02:49 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 03:04 PM	APRV
3	Dale Kennan	Dale Kennan	12/05/2008 08:16 AM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Rocio Villarreal Started On: 12/03/2008 03:41 PM

Final Approval Date: 12/05/2008

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT FOR SERVICES
C-08-316-10-28

This AMENDMENT to the CONTRACT between **MILLENNIUM ENGINEERS GROUP, INC.**, (the "Laboratory") and **HIDALGO COUNTY** (the "County"), effective the **9th** day of **December** 2008, is made between the Laboratory and the County, (the "Amendment"), as follows:

WHEREAS, Laboratory and County entered into an Contract on October 28, 2008, in which the Laboratory agreed to provide professional services for construction materials testing to Hidalgo County Precinct No. 2.(the "Project");

WHEREAS, due to a clerical error, the parties now desire to amend the Projects in which the Laboratory may perform the services;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Laboratory and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Laboratory and County hereby agree to the following Amendment to the Contract:

1. The words "Road and Bridge projects" should be deleted and the following is substituted in lieu thereof:

   Hidalgo County Precinct No. 2 Projects (On An As Needed Basis)

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Laboratory and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Millennium Engineers Group, Inc.

_____

Title:_____

Approved as to Form:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-316-10-28
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, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Geotechnical Engineering Services and Construction Materials Testing for the South Tower Park.

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 **$5,395.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **8-1212-452-00-122-008-0-739**
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. 1**

HIDALGO COUNTY

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2008.

THE ENGINEER:

_____

By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____

By: Juan D. Salinas, III,
County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

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" - Cost Proposal

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

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
11/27/2008	08-253

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project

Description	Qty	Cost	Total
Atterberg Limits	3	59.00	177.00
Standard Proctor	2	175.00	350.00
Field Density (Soils)	45	22.00	990.00
Air Content (Pressure)	6	20.00	120.00
Concrete Specimen (Compression)	24	16.00	384.00
Vehicle Charge	20	35.00	700.00
Engr. Technician	22	40.00	880.00
Engr. Technician (Concrete)	18	43.00	774.00
Test Report	20	30.00	600.00
Clerical and Administrative	4	40.00	160.00
Project Management & Coordination	4	65.00	260.00

Helping to Build the Rio Grande Valley

Total $5,395.00

AI-12602 **15.C.5.**

Requesting Approval of Amendment for Raba-Kistner for Construction Material Testing for Pct 2

CC REGULAR

Date:	12/09/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Presentation for consideration, discussion, acceptance, and approval of an "Amendment" to the current service contract, between Hidalgo County and Raba-Kister for construction material testing services to reflect all Precinct No. 2 Projects and not as originally captioned for road & bridge as approved by CC on 07/22/08. C-08-315-09-23;

B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 1 (with a estimated cost of $6,812.00) for "Construction Material Testing Services for Site/Civil Improvements for Hidalgo County Pct. 2 South Tower Park." with Raba-Kistner Consultants, to provide engineer services to Hidalgo County Precinct No. 2. C-08-315-09-23

C. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 2 (with a estimated cost of $13,156.00) for "Construction Material Testing Services for McColl Road Levee Improvements Projects" with Raba-Kistner Consultants, to provide engineer services to Hidalgo County Precinct No. 2. C-08-315-09-23

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739

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

BUDGETARY IMPACT:

Available balance is $310,745.24 as of 12/4/08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-028-0-731

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

BUDGETARY IMPACT:

Available balance is $224,991.24 as of 12/4/08.

Attachments

Link: RabaKistner Amendement

Link: WA #1

Link: WA#2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/03/2008 04:47 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 07:46 AM	APRV
3	Dale Kennan	Dale Kennan	12/04/2008 02:49 PM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Rocio Villarreal

Started On: 12/03/2008 03:32 PM

Final Approval Date: 12/05/2008

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT FOR SERVICES
C-08-315-09-23

This AMENDMENT to the CONTRACT between **RABA-KISTNER CONSULTANTS, INC**, (the "Laboratory") and **HIDALGO COUNTY** (the "County"), effective the **9th** day of **December** 2008, is made between the Laboratory and the County, (the "Amendment"), as follows:

WHEREAS, Laboratory and County entered into an Contract on September 23, 2008, in which the Laboratory agreed to provide professional services for construction materials testing to Hidalgo County Precinct No. 2.(the "Project");

WHEREAS, due to a clerical error, the parties now desire to amend the Projects in which the Laboratory may perform the services;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Laboratory and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Laboratory and County hereby agree to the following Amendment to the Contract:

1. The words "Road and Bridge projects" should be deleted and the following is substituted in lieu thereof:

   Hidalgo County Precinct No. 2 Projects (On An As Needed Basis)

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Laboratory and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Raba-Kistner Consultants, Inc.

_____

Title:_____

Approved as to Form:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-08-315-09-23
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 **Commissioners' Court**, hereinafter called the **"Owner,"** and, Raba-Kistner Consultants, Inc. Professional Laboratories of McAllen Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for Site Civil Improvements for Hidalgo County Pct 2 South Tower Park, Alamo Texas.

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 the services under this Work Authorization is $6,812.00. This amount is based upon the costs outlined in the Estimated Cost Proposal 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 **EXHIBIT "C"** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. **8-1212-452-00-122-008-0-739**

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**.

WA 1

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 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES 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 LABORATORY:
RABA-KISTNER CONSULTANTS, INC.

_____
BY: Dennis C. Charkow

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Raba Kistner
Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com

Proposal No. PMD08-269-00
October 02, 2008

RECEIVED
OCT 21 2008
RABA-KISTNER
McALLEN

Mr. Hector "Tito" Palacios, County Commissioner
Hidalgo County Precinct No.2
301 East State
Pharr, Texas 78577

Re: Construction Materials Engineering and Testing Services
Site Civil Improvements for the Hidalgo County Precinct No.2 South Tower Park
Alamo, Hidalgo County, Texas

Dear Mr. Palacios:

In accordance with the executed contract between the Hidalgo County Precinct No.2, (CLIENT), and **Raba-Kistner Consultants, Inc., (R-K)**, for Construction Materials Engineering and Testing Services, we thank you for selecting **R-K** to provide Construction Materials Engineering and Testing Services for the above-referenced project.

Our opinion of probable cost of services for this project is $ 6,812.00. This amount should not be considered a maximum but is our estimate of the probable costs associated with implementing the work outlined on Page 4 of this document. The Contractor's means/methods, sequencing, and scheduling can significantly impact our estimate of the probable cost.

Included with this letter is our priced proposal giving the observation/testing item, a brief description and unit fee for each service, estimated item quantities, and cost extensions. Our proposed scope of services and estimated item quantities are based upon our review of the project plans picked up at the office of R. Gutierrez Engineering Corporation, the project's engineering firm. The scope and quantity of services provided will be dependent upon services actually required by you, your representatives, the design team and/or the General Contractor and its Subcontractors. Charges will be assessed only for actual services rendered. All services authorized or requested by you, your representatives, the design team and/or the General Contractor and its Subcontractors in excess of quantities for observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that the contract upon acceptance will be performed in Bexar County, Texas. Past due invoices may be subject to late charges at an annual rate of eighteen (18) percent on any balances unpaid after thirty (30) days from issue. In the event that State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **R-K.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. ***Please return a signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein.***

Best regards,

RABA-KISTNER CONSULTANTS, INC.

Dennis C. Charkow
Supervisor, CME

Approved by: _____
(Signature)

Attachments:

Approved by: Hector Palacios
(Print or Type Name)

Date: October 15, 2008

PLEASE FILL OUT FOR DISTRIBUTION OF TYPED REPORTS

COMPANY	CONTACT	ADDRESS	PHONE	FAX
Hidalgo County Precinct 2	Humberto Garza Chief Adm.	301 E. State Pharr, Texas 78577	(956) 787-1891	(956) 787-4683

PLEASE INDICATE NAME OF RESPONSIBLE PARTY FOR PAYMENT FOR THE ABOVE SERVICES:

PRINTED NAME	Hidalgo County Precinct No.2		
COMPANY NAME	Hidalgo County Precinct No.2		
COMPANY ADDRESS	301 E. State Street		
CITY, STATE, ZIP	Pharr, Texas 78577		
PHONE NUMBER	(956) 787-1891	FAX:	(956) 787-4683
DATE	October 15, 2008		

Construction Materials Engineering and Testing Services
Site Civil Improvements for the Hidalgo County Precinct No.2 South Tower Park
Alamo, Hidalgo County, Texas

Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) _____ 1.00 hour(s)

   Vehicle Trip Charge _____ $ 20.00\trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns form the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **R-K** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **R-K** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **R-K** for the project.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Site Civil Improvements for the Hidalgo County Precinct No.2 South Tower Park
Alamo, Hidalgo County, Texas

Internal Codes		Description	Unit Fees		Estimated Quantity	Estimated Cost
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	$ 194.75	ea.	2	$ 389.50
5VRBG	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$ 70.75	ea.	2	$ 141.50
5WKR8	3	Sieve Analysis –200	$ 47.75	ea.	1	$ 47.75
5WKR5	4	Seive Analysis - Flex Base Material	$ 47.75	ea.	1	$ 47.75
5QT00	5	Technician Time – Sampling	$ 41.60	hr.	4	$ 166.40
5QOMO	6	Nuclear Field Density Tests	$ 17.75	ea.	32	$ 568.00
5QT05	7	Technician Time – Density Testing	$ 41.60	hr.	16	$ 665.60
5QFXE	8	Concrete Compressive Strength Tests	$ 13.00	ea.	70	$ 910.00
5QT06	9	Technician Time – Concrete Testing	$ 41.60	hr.	12	$ 499.20
5QBT0	10	Air Content	$ 24.25	ea.	14	$ 339.50
5Q055	11	Technician Time – Pick-Up of Specimen(s)	$ 41.60	hr.	8	$ 332.80
5RT01	12	Vehicle Travel Charge	$ 20.00	trip	42	$ 840.00
Q401	13	Asphaltic Concrete Laydown Observation	$ 47.50	hr.	12	$ 570.00
5UIBMH	14	Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$ 239.25	ea.	2	$ 478.50
5UBSO	15	Maximum Theoretical Specific Gravity of Asphalt	$ 98.25	ea.	2	$ 196.50
5Z512	16	Project Administration (Markup of Invoiced Billing Cycle)	10%			$ 619.30
Estimated Total Cost of Services						$ 6,812.30

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-08-315-09-23
Work Authorization Form

WORK AUTHORIZATION NO. 2

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 **Commissioners' Court**, hereinafter called the **"Owner,"** and, Raba-Kistner Consultants, Inc. Professional Laboratories of McAllen Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for McColl Road Levee Improvements Project, McAllen, Hidalgo County, Texas.

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 the services under this Work Authorization is $13,156.00. This amount is based upon the costs outlined in the Estimated Cost Proposal 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 **EXHIBIT "C"** of the Agreement.

PART 4. FUNDING

This Work Authorization No 2 shall be funded through funding source:

Account No. **8-1202-431-00-122-028-0-731**

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and 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**.

WA 2

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 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES 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 LABORATORY:
RABA-KISTNER CONSULTANTS, INC.

_____
BY: Dennis C. Charkow

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Proposal No. PMD08-301-00
October 29, 2008

Raba Kistner
Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com

AUTHORIZATION FORM

ON THE BASIS OF THE PROJECT PLANS AND SPECIFICATIONS PROVIDED TO US BY MR. RAMIRO GUITERREZ, P.E. WITH R. GUITERREZ ENGINEERING CORPORATION, THE PROJECT'S ENGINEERING CONSULTANT, AND THE EXECUTED CONTRACT APPROVED BY COMMISIONER'S COURT ON SEPTEMBER 23, 2008, BETWEEN HIDALGO COUNTY PRECINCT NO. 2, (CLIENT), AND RABA - KISTNER CONSULTANTS INC., (R-K), FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES, FOR VARIOUS PROJECTS, WE THANK YOU FOR SELECTING R-K TO PROVIDE CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES TO THE McCOLL RD. LEVEE IMPROVEMENTS PROJECT IN HIDALGO COUNTY, TEXAS. I HEREBY AUTHORIZE R-K TO PERFORM THE FOLLOWING SERVICE(S): Perform Construction Materials Engineering and Testing Services

LOCATION WHERE SERVICES ARE TO BE PERFORMED: McColl Road, Hidalgo County, Texas.

NAME OF RESPONSIBLE PARTY (CLIENT) THAT APPROVES PAYMENT OF ABOVE SERVICES:
Mr. Humberto Garza, Chief Administrator for Hidalgo County Precinct No.2.

Our opinion of probable cost of services for this project is $ 13,156. 00. This amount should not be considered a maximum but is our estimate of the probable costs associated with implementing the work outlined on Page 2 of this document. The Contractor's means/methods, sequencing, and scheduling can significantly impact our estimate of the probable cost.

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. Our services will be performed in accordance with this authorization form and the executed contract between both parties, which includes negotiated unit rates and general terms and conditions. Please return a signed original of this document to provide our firm with written authorization to proceed.

SIGNATURE:	X	**DATE:**	
PRINTED NAME:	Mr. Humberto Garza, Chief Administrator		
COMPANY NAME:	Hidalgo County Precinct No.2		
COMPANY ADDRESS:	301 East State Street		
CITY, STATE, ZIP:	Pharr, Texas 78577		
PHONE NUMBER:	(956) 787-1891	**FAX NUMBER:**	(956) 787-4683
E-MAIL:			

RABA-KISTNER CONSULTANTS, INC.

Dennis C. Charkow
Supervisor, CME DCC/rs

Copies Submitted: (1)

CONSTRUCTION MATERIALS TESTING UNIT RATES
McColl Road Levee Improvement Project
McAllen, Hidalgo County, Texas

Internal Codes		Description	Unit Fees		Estimated Quantity	Estimated Cost
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	$ 194.75	ea.	4	$ 779.00
5VRBG	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$ 70.75	ea.	4	$ 283.00
5WKR8	3	Sieve Analysis –200	$ 47.75	ea.	4	$ 191.00
5QT00	4	Technician Time – Sampling	$ 41.60	hr.	8	$ 332.80
5QOMO	5	Nuclear Field Density Tests	$ 17.75	ea.	150	$ 2,662.50
5QT05	6	Technician Time – Density Testing	$ 41.60	hr.	80	$ 3,328.00
5RT01	7	Vehicle Travel Charge	$ 30.00	trip	60	$ 1,800.00
5Q0R5	8	Coring of Asphaltic Concrete to Determine Thickness Density	$ 75.00	ea.	15	$ 1,125.00
5Q401	9	Asphaltic Concrete Laydown Observation	$ 49.50	hr.	9	$ 445.50
5UIBMH	10	Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$ 239.50	ea.	3	$ 718.50
5UBSO	11	Maximum Theoretical Specific Gravity of Asphalt	$ 98.25	ea.	3	$ 294.75
5Z512	12	Project Administration (Markup of Invoiced Billing Cycle)	10%			$ 1,196.01
Estimated Total Cost of Services						$ 13,156.06

AI-12570 **15.C.6.**

Purchase and Installation of Solar Powered Lights-South Tower Road Multi-Purpose Facility (CRC)

CC REGULAR

Date:	12/09/2008
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Presentation for consideration, discussion and action (if applicable) to award to vendor submitting the lowest bid and meeting all specifications and requirements with approval of contract for: "Purchase and Installation of Solar Powered Lights-South Tower Road Multi-Purpose Facility (CRC). RFB No. 2008-388-11-26-otm

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: Interlocal Funding

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Projected costs of $189,200.00. Possible initial funding sources include C.O.s, tax notes, and/or the precinct. in 2008 $100,000.00 is to come from a reimbursement grant through Texas State Energy Conservation Office approved 10/14/08 (as per Sergio C.). No documentation has been received as of 12/5/08.

Attachments

Link: letter from architect

Link: participation log

Link: tab sheet

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/03/2008 04:21 PM	APRV
2	Budget & Management	Veronica Lopez	12/03/2008 04:26 PM	APRV
3	Dale Kennan	Dale Kennan	12/05/2008 11:13 AM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Olga Montero — Started On: 12/02/2008 04:17 PM

Final Approval Date: 12/05/2008

V·A Architecture

December 1, 2008

Olga Montero, Buyer
Hidalgo County Purchasing Dept.
2802 Closner
Edinburg, Texas 78539

RE: Purchasing and Installation of Solar Powered Lights
Bid # 2008-388-11-26-OTM

Mr. Montero:

We have reviewed the bids received for the above referenced project. Based on the bids received, we recommend that the project be awarded to SOL Technologies in the amount of $189,200.00.

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul, Project Manager

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: NOVEMBER 26, 2008 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY PRECINCT NO. 2 –SOUTH TOWER ROAD MULTI-PURPOSE FACILITY (CRC)-PURCHASE AND INSTALLATION OF SOLAR POWERED LIGHTS"

BID NO.: 2008-388-11-26-OTM

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS, PHONE No., FAX No. and E-MAIL ADDRESS
1) SOL TECHNOLOGIES	IP	OLGA MONTERO Juan Rodriguez	11/10/08	~~2420 E. BUS. 83~~ 606 S. Mission Weslaco, Tx 78596 956-975-2510-office 956-975-2511 fax Attn: Brandy Celedon brandyc@soltechnologiesllc.com
2) SOLAR ONE SOLUTIONS	FED-X	OLGA MONTERO	11/10/08	51 Marble Street Framingham, Ma 01702 508-620-7652 office 1-877-527-6461 toll free 508-620-7650 fax ATTN: Ilze Green igreene@solarone.net
3.)LUMATEC LIGHTING SERVICE	BLM	OLGA MONTERO fax: 956 664-9981	11/10/08	4110 N. JACKSON MCALLEN, TX 78501 956-664-1854 office attn: Mary Arredondo
4) GLOBAL ELECTRIC	BLM	OLGA MONTERO	11/10/08	4705 Tower Drive Brownsville, Tx 78521 ATTN: CARLOS BUSH cbush@globalelectricrgv.com 1-877-730-9147 toll free 956-831-5005 fax
5.) ALVAREZ ELECTRIC	BLM	OLGA MONTERO	11/10/08	104 S. 25TH STREET MCALLEN, TX 78501 ATTN: JUAN ALVAREZ 956-682-0440 office 956-682-9482 -fax

6.) F&W ELECTRICAL CONTRACTORS, INC.	FED-X	OLGA MONTERO carlas@fandwelectrical.com	11/10/08	6880 US HWY. 181 N. FLORESVILLE, TX 78114 830-216-4919 office 830-393-4730 fax carah@fanddwelectrical.com
7.) D&F INDUSTRIES	BLM	OLGA MONTERO	11/10/08	3106 N. SUGAR ROAD PHARR, TX 78577 ATTN: KENNY kwh@dandfindustries.com 956-781-2496 office 956-781-0333 fax
8.) METRO ELECTRIC david.coultas@metroelectric-rgv.com	BLM	OLGA MONTERO	11/10/08	1901 INDUSTRIAL DR. MCALLEN, TX 78504 956-686-2323 956-686-2406 fax ATTN: DAVID COULTAS

Texas Diamond Construction

4019 Exp. 83
Weslaco TX 78596
(956) 784 5819 cell
(956) 514-5086 office

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

Garrett E. Mann
garrett@bigboyag.com

David Casarez
IAS Electric
1913 Portland
McAllen, Tx. 78503

cell - 454-8616
office & Fax - 682-9488

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2 – SOUTH TOWER ROAD MULTI-PURPOSE FACILITY (CRC)

BID OPENING DATE: NOVEMBER 26, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "PURCHASE AND INSTALLATION OF SOLAR POWERED LIGHTS "

BID NO: 2008-388-11-26-OTM	**BUYER: OLGA MONTERO**

BID # RFB#	NAME OF COMPANY	TOTAL PRICE	Addendum #1	BID BOND OR CHECK INCLUDE
#1	JAS ELECTRIC INC. 1943 PORTLAND ST. MCALLEN TEXAS 78503 ATTN: JERRY CASAREZ OFFICE: (956) 682-9488 CELL (956) 279-9351	**$257,500.00**	√	√
#2	SOL TECHNOLOGIES 606 S. MISSOURI AVE WESLACO, TEXAS 78596 ATTN: ISRAEL ORTIZ (956) 975-2510	**$189,200.00**	√	√
#3				
#4				

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-388-12-09

THIS CONTRACT is made and entered into this **9th** day of **December, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Sol Technologies LLC** a Texas Limited Liability Company. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Purchase and Installation of Solar Power Lights"** (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 agrees that this Contract is entered into in order to provide the Services to locations at **Precinct No. 2 South Tower Road Multi-Purpose Facility**. 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 **Department Head, 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 expire upon completion of the project and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provision herein, whichever comes 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	**Sol Technologies LLC** **Attn: Israel Ortiz, LLC Member** **606 S. Missouri** **Weslaco, Texas 78596**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Sol Technologies LLC

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

Hidalgo County Precinct No. 2
South Tower Road Multi-Purpose Facility (CRC)
"Purchase and Installation of Solar Powered Lights"
RFB NO. 2008-388-11-26-otm

SPECIFICATIONS

Hidalgo County Precinct No. 2 is seeking bids to contract with a qualified vendor(s) for the purchase and installation of Thirty-Nine (39) "Solar Powered Lights" for the South Tower Multi-Purpose Facility (CRC) located at 1429 S. Tower Road in Alamo, Texas, including but not limited to the following:

REQUIREMENTS, TERMS AND CONDITIONS

The following are the minimum requirements, terms and conditions that will be acceptable to the Hidalgo County Precinct No. 2. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. All costs and expenses associated with the preparation and submission of bids shall be responsibility of the bidder and no reimbursement for such charges or expenses shall be passes onto Hidalgo County Precinct No. 2.

2. Insurance requirements for this project (refer to requirements and limits on Exhibit "C" form.

3. All bid prices for items shall take into consideration installation, shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

4. A Pre-Bid conference will be held on Wednesday, November 19, 2008 @ 2:00 p.m. at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281 – New Administration Bldg., Edinburg-Texas 78539.

5. Bid Award: Hidalgo County reserves the right to reject any/all bids, to waive any or all formalities, or to accept the bid considered the lowest, best and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without tacking action hereon.

6. This contract shall expire upon completion of project 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 comes first.

7. Additional Information: Hidalgo County is requesting that any all questions, inquiries and clarifications regarding this bid be addressed to-Martha L.

   Salazar, CPPB/Purchasing Agent-Hidalgo County Purchasing Department, 2802 S. Business Hwy. 281 – New Administration Bldg., Edinburg-Texas 78539. ***TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.***

   ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 OR VIA EMAIL: olga.motnero@co.hidalgo.tx.us by no later than, Wednesday, November 19, 2008, 5:00 p.m.. Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than, 5:00 p.m. on November 21, 2008 (Friday).

SCOPE OF PROJECT

Design: All components of solar lighting system shall be mounted on pole and shall not be accessible from the ground without mechanical means.

Operation: Lights are stand-along solar powered systems – not connected to grid power. Overall, the system operates automatically – without the use of a separate photo cell. The solar panel itself acts as a photocell. It senses a low light level at dusk and turns the light on – to run full dusk to dawn, and adjust automatically as the days get longer. These functions are regulated by the controller. There is no day to day maintenance or adjustment required.

Performance Criteria and Considerations:

- Solar panels protected on top by tempered glass
- Free standing, each unit self-contained
- Powered by sunlight
- LED light source – multi-junction strip type LED's
- 100,000 hours rated life
- 2182 lumens total output with no lens losses from LED packaging
- 5100 Kelvin or better– bright white color light
- 10 days autonomy (battery reserve) for all weather conditions
- Advanced Power Management LED driver to extend lamp operation and conserve battery power in times of extended inclement weather
- Mounted high on pole for vandal resistance – no wires running through pole to the ground
- Sized according to US DOE
- Durability in design and manufacture

- 25 year warranty on solar panels
- 5 year system warranty
- USA based ISO certified manufacturing facility

SPECIFICATIONS

A. Solar Power Unit

The solar module shall contain polycrystalline solar cells, protected on the upper surface by low iron tempered glass. The solar module shall have a rugged aluminum frame which connects to brackets for attachment to the mounting arm at a 45 degree tilt. All wiring connections shall be with weather resistant plugs as to keep installation simple, eliminate incorrect wiring, and prevent exposure to corrosion. Stainless steel hardware shall be used throughout. Solar modules shall carry a 25 year manufacturer's warranty.

The solar module array shall exhibit the following characteristics:

Cells:	poly-crystalline silicon cells
Total Watts:	80 watts
Tilt Angle:	45 degrees
Connections:	Weather resistant plug, 4 & 2 pin, color coded
Panel Warranty:	25 Year Manufacturer's warranty on panels

B. Fixture

The overhead fixture shall be a die cast corrosion resistant aluminum style fixture with a glass swag lens. Fixture enclosure is to be water tight, sealed, dust and insect free with electrostatic powder-coated finish. Fixture and light source will contain no mercury or lead and present no environmental disposal issues. The electrical connection shall be with weather resistant plugs to simplify installation, eliminate reverse wiring, and prevent exposure to corrosion.

The fixture shall exhibit the following characteristics:

Type:	Die cast corrosion resistant aluminum style fixture
Finish:	Electrostatic powder-coated finish
Fixture Enclosure:	Water tight, sealed, dust and insect free
Lens:	Swag glass lens
Intrusion Protection	

C. Light Source (LED Light Emitting Diode)

The light source shall be solid-state strip LED (light emitting diode) with digital driver. 100,000 hour rated lamp life, 30 watt LED, 78 lumens per watt out of fixture at rated power.

LED's should be multi-junction strip type LED's – 4 strips per quad, and 48 LED's per strip for a total of 192 LED's per quad. *Each fixture shall have one quad for a total of 192 LED's.* LED's mount directly to heat sinking plate. Reflector system captures light emitted from the LED and directs the target area. No lens losses from the LED packaging. Reflector coated to prevent degradation of reflective surface. 50G shock rating.

The light source (LED) shall exhibit the following characteristics:

Type:	Strip LED with digital driver
Rated lamp life:	100,000 hours
Lamp Lumens:	78 lumens per watt at rated power
LED:	LED 30 watt, 5100 Kelvin (or better)-50,000 hour guaranteed lamp life
Heat Removal:	LED's mounted directly to heat sinking plate
Reflector:	Reflector system captures light emitted from the LED and directs to the targeted area
Shock Rating:	50 G's
Environmental:	Contains no mercury or lead
LED Drive:	Electronic driver
Capacitors:	No electrolytic capacitors shall be used Power Management shall conserve battery power in times of extended inclement weather

D. Controller

The controller is a microprocessor based charge controller designed exclusively for the running of solar lighting applications. Controller will feature automatic charge termination for batteries. Low voltage disconnect set to extend battery life. Built in test routines for checking the installation of solar lighting system. Pulse width modulation charging algorithm. Controller autosenses system voltage. Weatherproof connectors. Circuit protected with UL approved weather sealing. Charge current rating of 20 amps.

Controller shall be located inside the battery box. Controller shall be factory pre-set for 4/2 split for a total of 6 hours runtime each day.

Charge/Load Controller shall exhibit the following characteristics:

Method of charge:	Pulse width modulation charging algorithm
LVD Disconnect:	Set to extend battery life
Test routines:	Built in for checking installation of solar lighting system
Connectors:	Weatherproof connectors
Location:	Controller located inside battery box
Run time:	Factory pre-set for 4/2 split for a total of 6 hours runtime each day.

E. Battery and Battery Enclosure

Battery shall be of sealed valve, regulated gel type, requiring no maintenance, air shippable, capable of 1300 minimum cycles to 30% depth of discharge, and rated for 99 amp hours at the 100 hour rate. 10 days autonomy (battery reserve) for all weather conditions. The wire harness shall include a weather resistant ATO fuse holder and plug to eliminate system failure due to corrosion, and accommodate quick/easy installation.

The battery enclosure shall be aluminum, vented and shaded by solar array with access door loaded from front. Battery enclosure houses battery and controller.

Entire unit shaded by the panels to avoid heat. Mounted high on the pole, avoids vandalism.

The battery shall exhibit the following characteristics:

Type:	Sealed valve regulated gel
Voltage:	12 volts each
Location of Box:	High on pole, under panels, avoids heat and vandalism
Enclosure:	Aluminum vented
Access Door:	Loaded from front
Battery Reserve:	10 days
Power Management:	Protects battery life in periods of bad weather
Regular Maintenance:	None

F. Brackets and Arms

The support frame is constructed of tubular extruded aluminum. The fixture support arm is constructed of aluminum tube. All hardware is stainless steel. The overall Effective Projected Area of the entire system including luminaire shall not exceed 14.87 square feet and total weight of 275 pounds.

Solar Array Support Frame:	Side of pole
Angle of Tile:	45 degrees
Fixture Support Arm:	2 and 6 foot aluminum
Material:	Aluminum
Hardware:	Stainless Steel

G. Pole

Standard stainless steel or aluminum pole to be provided and installed

H. Wire Connections

All wire connections shall be with weather resistant plugs, keyed to make installation quick and easy and to eliminate failure due to corrosion and incorrect wiring.

EXHIBIT "A"

Hidalgo County Precinct No. 2
South Tower Road Multi-Purpose Facility (CRC)
"Purchase and Installation of Solar Powered Lights"
RFB NO. 2008-388-11-26-otm

I. Warranties

Solar Panel:	25 years
Aluminum Panel Backing:	20 years
Aluminum Arm:	20 years
Aluminum Bracket:	20 years
Aluminum Pole:	20 years
Battery Box:	20 years
Reflector:	10 years
Luminaire:	5 years
Battery:	5 years
Controller:	5 years
LED Lamps:	5 years

EXHIBIT "B"

BID PAGE

Exhibit "B"

Hidalgo County Precinct No. 2
South Tower Road Multi-Purpose Facility (CRC)
"Purchase and Installation of Solar Powered Lights"
Bid No.:2008-388-11-26-otm

BID PAGE

Purchase and Installation of Thirty-Nine (39) Solar Powered Lights as requested, in the Specifications listed in Exhibit "A" of this document for the following, **FOB: Job Site**

Hidalgo County Precinct No. 2--South Tower Road Multi-Purpose Facility (CRC)
located at 1429 S. Tower Road-Alamo, Texas

TOTAL BID PRICE: $ 189,200.00

Bidder/Company Name:	Sol Technologies LLC
Address:	606 S. Missouri
City/State/Zip Code:	Weslaco, TX 78596
Phone/Fax Numbers:	(956) 975-2510 (956) 447-8019
Authorized Signature:	Israel Ortiz
Printed Name:	Israel Ortiz
Title:	LLC Member
Date:	11/25/08

606 S MISSOURI AVE WESLACO TX 78596
WWW.SOLTECHNOLOGIESLLC.COM

QUANTITY	DESCRIPTION
28	Greenway 40 LED Pathway Light GNWY-40-1B100 Run time: 6hrs - Split 4/2 Pole: Aluminum 20' Long Pole Installation: Direct Burial by drilling 4' pier and backfilled with sand. Lumens: 944 Windload: 120 mph
1	LED Solar Light System: TPM-80-2B100-3Q With Cobrahead Dome Fixture & 6' Arm Top of Pole Mounted Pole: Round Steel Pole 8.0" x 11 Ga. x 25' Steel Round Tapered Pole with a 2 7/8" Tenon Pole Installation: 24" Diameter X 7'-4" Deep and 8" A.F.G Run Time: 6 hrs – Split 4/2 Lumens: 3600 Windload: 120 mph
	Total Bid Price $189,200.00

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/03/2008

PRODUCER (956)565-2481 FAX (956)565-2733
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes, TX 78570

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 Sol Technologies, LLC
606 S. Missouri Ave
Weslaco, TX 78596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Insurance	
INSURER B: Texas 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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	LBA017765-00	03/05/2008	03/05/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	LBA017765-00	03/05/2008	03/05/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 300,000 $ 500,000 $ 500,000
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BINDER	12/04/2008	12/04/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo is shown as an additional insured with respects to the General Liability policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
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 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
Richard Garza/JEN

©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.

AI-12585 **15.D.1.**

Requesting Approval of 1 Yr Extension for Penitas Landfill with Jose Ramirez, Jr.

CC REGULAR

Date:	12/09/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under current contract for "Lease of Landfill" for Precinct No. 3, under the same rates, terms, and conditions with Jose Ramirez, Jr. C-05-401-12-20. Effective: 01/02/09-01/01/10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-123-001-0-441

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

BUDGETARY IMPACT:

$8,500.00 per month

Attachments

Link: 1 Yr. Extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/03/2008 04:29 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 07:44 AM	APRV
3	Erika Reyna	Erika Reyna	12/04/2008 08:50 AM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:10 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/03/2008 11:43 AM

Final Approval Date: 12/05/2008

PURCHASING DEPARTMENT
County Of Hidalgo

December 3, 2008

Mr. Jose Ramirez, Jr.
PO Box 68
Penitas, Texas 78578

Via Facsimile (956) 581-9560

Re: C-05-401-12-20 Penitas Landfill for Precinct No. 3

Dear Mr. Ramirez:

Commissioners' Court will take applicable action (Tuesday, December 9, 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 2, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 5, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. 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

cc:

The Honorable Joe Flores, Commissioner Precinct No. 3

AI-12634 **15.D.2.**

Request for approval of Payment for Invoice 11322848 for L&G Engineers
CC REGULAR

Date: 12/09/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 11322848 in the amount of $62,903.40 from L & G Consulting Engineers Inc., contracted engineer for "La Homa Road Project." C-08-031-02-12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-123-045-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:
PO 600650

Attachments

Link: Invoice 11322848

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 05:17 PM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 07:50 AM	APRV
3	Erika Reyna	Erika Reyna	12/05/2008 10:14 AM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:10 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/03/2008 04:53 PM

Final Approval Date: 12/05/2008

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322848
INVOICE DATE: 11/30/08

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

Contract# C-08-031-02-12
PO# 600650

JOB: 080301
La Homa

P.O. Box 607
Mission, TX 78572

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Dsgn Schematic	157,500.00	141,750.00	7,875.00	149,625.00	95.0	7,875.00
12002-EA Reports	55,000.00	22,000.00	16,500.00	38,500.00	70.0	16,500.00
12003-Public Invmt	25,000.00	12,500.00	12,500.00	25,000.00	100.0	
12020-EA, Report/Sub	20,000.00	3,214.69	2,025.40	5,240.09	26.2	14,759.91
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Desgn Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
16001-Rdwy Design	283,500.00	99,225.00	14,175.00	113,400.00	40.0	170,100.00
16101-Drainage	126,000.00	44,100.00		44,100.00	35.0	81,900.00
16207-Sgn,Pvmt,Markg	24,200.00	3,630.00		3,630.00	15.0	20,570.00
16250-Iso Signal/Sub	30,000.00				0.0	30,000.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	18,900.00	3,780.00	22,680.00	30.0	52,920.00
16304-Irrigation	31,500.00	9,450.00		9,450.00	30.0	22,050.00
16306-Qty Specs	18,900.00	4,347.00	1,323.00	5,670.00	30.0	13,230.00
16307-Utilities	63,000.00	18,900.00	3,150.00	22,050.00	35.0	40,950.00
16400-Contract Mgmt	31,500.00	9,450.00	1,575.00	11,025.00	35.0	20,475.00
TOTALS:	1,033,500.00	470,666.69	62,903.40	533,570.09	51.6	499,929.91

ORIGINAL CONTRACT SUM	$	1,033,500.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,033,500.00
TOTAL COMPLETED TO DATE	$	533,570.09
LESS PREVIOUS INVOICES	$	470,666.69
CURRENT PAYMENT DUE	$	62,903.40

Cindy Saw P.E.
PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 12/3/08
GOODS/SERVICES RECEIVED BY
_____ ON 12/30/08

8-1336-431-W-123-045-0-731

AI-12638 **15.E.1.**

Pct 4-Prof Engineering Agreement-QHA-"San Carlos Drainage Improvements Project"-C-08-477-12-09

CC REGULAR

Date:	12/09/2008
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

A. Requesting approval of a professional engineering services contract (sent to legal counsel for review as to form) with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for the purposes of engineering services for the "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" for Hidalgo County Precinct No. 4 (as selected for negotiations through County's protocol from the "POOL" of engineers by C.C. on 11/25/08);

B. Presentation for consideration, discussion, acceptance, and approval of WORK AUTHORIZATION #1 with a proposed fee of $750,000.00 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" (ROW Surveying of 300 estimated parcels) within Hidalgo County Precinct No. 4, in connection to Contract No. C-08-477-12-09.

BACKGROUND

Prof Engineering Agreement-QHA-(Currently being reviewed by legal counsel)
Work Authorization No. 1-QHA-$750,000.00

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-036-0-733

FUNDS AVAILABLE Y/N?: No **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of AI#12676 CC 12-9-08. Pct#4 appropriation of $1,000,000.00 from the General Fund unreserved fund balance.

Attachments

Link: Draft Agreeement-QHA

Link: WA#1-QHA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/05/2008 10:13 AM	APRV

2	Budget & Management	Veronica Lopez	12/05/2008 10:18 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/05/2008 02:58 PM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Letty Saenz

Started On: 12/03/2008 05:19 PM

Final Approval Date: 12/05/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-08-477-12-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Quintanilla, Headley & Associates, 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 **"San Carlos Drainage Improvements"** projects **(On An As Needed Basis)** for **Hidalgo County Precinct Number 4** 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 asfollows:

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 Agreementexchange 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 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 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

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

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

Engineer of any of its obligations hereunder with respect thereto.

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

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **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	**Quintanilla, Headley & Associates, Inc.**
100 E. Cano, 2nd, Floor	**124 East Stubbs Street**
Edinburg, Texas 78539	**Edinburg, Texas 78539**

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:
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

BY:_____
Alfonso Quintanilla, P.E., R.P.L.S.

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 County

The following provides an outline of the services to be provided by the Owner in the development of Project.

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 6 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 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 agreement upon work schedule prepared in accordance with Exhibit "C" attached to this Agreement.

6) Attend and participate in progress meetings as required and as coordination 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

EXHIBIT "B"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Scope of Services by Engineer

A. Preliminary Phase:

(1) Attend preliminary conferences with the Owner regarding the project.

(2) Prepare preliminary layouts, sketches and cost estimates for the Project.

(3) Furnish the Owner 2 copies of the preliminary layouts, sketches, and cost estimates.

B. Design Phase:

(1) Perform right of way research, mapping, surveying and all services related to development of right-of-way maps for the Project, and prepare right-of-way map for Owner. Any revisions to right of way map shall be made by Engineer promptly and at no cost or expense to Owner. Engineer shall immediate furnish such revised right of way map at no charge to Owner.

(2) Perform field surveys and field layouts necessary to collect information (topographic) required in the design of the Project.

(3) Perform parcel surveys, prepare metes and bounds descriptions for existing right of way and additional right of way as required by the project.

(4) Plan and supervise other surveys, soil borings, foundation investigations and tests as may be required for design.

(5) Furnish to the Owner, the engineering data necessary for applications for permits required by local, state and federal authorities.

(6) Prepare detailed contract drawings and specifications for construction authorized by the Owner. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy and shall be submitted to the applicable state and federal agencies for approval.

(7) 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.

(8) Furnish to the Owner all necessary copies of approved plans, specifications, notice to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.

(9) Assist the Owner in the advertisement of the Project for bids.

(10) Assist the Owner in the opening and tabulation of bids for construction on the project, and recommend to the Owner as to the proper action on all proposals received.

(11) Assist in the preparation of formal contract documents for the award of contracts.

(12) Prepare and assist owner in preparing any reports, plans, documentations, studies or other material of any nature whatsoever, which Owner may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline.

C. Construction Phase:

(1) The Engineer shall consult and advise Owner and act as Owner's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of Engineer as assigned in the General Conditions of the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing.

(2) All field surveys and field layouts, including construction staking and right of way staking.

(3) Consult and advise with the Owner during construction.

(4) Furnish the services of a resident Engineer and inspectors if Owner requests Engineer to do so, for continuous on-the-site inspection of construction, at Owner's expense.

(5) Check shop or working drawings furnished by contractors.

(6) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

(7) Prepare, explain and submit proposed contract change orders when applicable.

(8) Supervise initial operation of the Project, following the completion of construction and supervise the necessary performance tests required by specifications.

(9) Perform, in company with the Owner's representatives, a final inspection of the Project.

(10) Revise contract drawings to show the work as actually constructed and furnish the Owner with 5 sets of prints.

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 "C"

Work Schedule

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

The Engineer shall provide the deliverables for this project as follows:

- Preliminary Design – 90 days from the date of written authorization to proceed.
- Final Design – A period which may reasonably be required for the design based on a written authorization from County Commissioner.
- Construction staking – As required by contractor.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"

Engineer's Hourly Rates

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.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:

1. 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): 10/17/2008

PRODUCER
GREG KLEMENT
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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
Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE	
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	AE816091	09/19/2008	09/19/2009	EACH OCCURRENCE	$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[X] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
		[X] Professional E&O				PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[X] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/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	$
		OTHER					

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

RE: PAVED / UNPAVED ROADS

AI 102649

CERTIFICATE HOLDER

HIDALGO COUNTY PRECINCT 4
ATTN: OSCAR GARZA
1102 N. DOOLITTLE RD.
EDINBURG TX 78541-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: Quintanilla, Headly & Associates

Address of policyholder: 124 East Stubbs Edinburg, TX 78539

Location of operations: 124 East Stubbs Edinburg, TX 78539

Description of operations:

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subje to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-63-2329-1L	Comprehensive Business Liability	03-30-2008	03-30-2009	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☒ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☐ ☐ ☐			Each Occurrence $ 1,000,000 General Aggregate $ 2,000,000 Products – Completed Operations Aggregate $
90-EJ-3010-1F	EXCESS LIABILITY ☒ Umbrella ☐ Other	03-26-2008	03-26-2009	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence $ 1,000,000 Aggregate $
90-L6-9670-5F	Workers' Compensation and Employers Liability	10-11-2008	10-11-2009	Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident $ 500,000 Disease - Each Employee $ 500,000 Disease - Policy Limit $
POLICY NUMBER	**TYPE OF INSURANCE**	**POLICY PERIOD Effective Date**	**POLICY PERIOD Expiration Date**	**LIMITS OF LIABILITY (at beginning of policy period)**
030 1531 F28 53G	Auto Liability	06-28-2008	12-28-2008	500,000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

HIDALGO COUNTY
Precinct # 4
Paved/Unpaved Roads

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
Juan Cazares 10-20-2008
Title Date
Agent
Agent Name
Telephone Number 956-381-0929

Agent's Code Stamp
Agent Code 6720
AFO Code F116

STATE FARM INSURANCE
JUAN CAZARES, AGENT
140[illegible]
EDINBURG, TX [illegible]-5868
(956) 381-0929

550-994 a.6 Printed in U.S.A. Rev. 05-08-2006

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-477-12-09
Work Authorization Form

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, **Quintanilla, Headley and Associates, Inc.**, professional surveyor of Edinburg, Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide design for: **San Carlos Drainage Improvements.**

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 **$750,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the 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-_____
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 the scopes of 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. 4, Commissioner Oscar L. Garza, Jr.,** as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4

BY: _____
Oscar L. Garza, Jr., 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:
Quintanilla, Headley and Associates

_____
Alfonso Quintanilla, PE

THE OWNER:
Hidalgo County

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Service to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Engineering Hourly Rates
ATTACHMENT "E" - Fee Breakdown Schedule

EXHIBIT "A"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "B"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

Scope of Services by Engineer

(1) Perform parcel surveys, prepare metes and bounds descriptions for existing right of way and additional right of way as required by the project.

EXHIBIT "C"

Work Schedule

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

The Engineer shall provide the deliverables for this project as follows:

- 240 days from the date of written authorization to proceed.

EXHIBIT "D"

Engineer's Hourly Rates

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT "E"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Fee Breakdown

Work Authorization No.1

1. Right of Way Parcels (300 estimated parcels) @ $ 2,500.00 =$750,000.00

Total fee: $ 750,000.00

AI-12572 **15.F.1.**

New Audio Visual Systems-Equipment and Installation

CC REGULAR

Date:	12/09/2008
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	District Courts

Information

CAPTION

93rd State District Court:
Presentation for discussion, consideration, acceptance and approval of proposal submitted by Visual Innovations Company, Inc. through Hidalgo County's membership/participation with the Texas Multipile Award Schedule (TXMAS) Contract # TXMAS-4-581010 for the removal of water damaged audio equipment and replacement with new: "Audio/Visual Systems-Equipment and Installation" for the 93rd State District Courtroom" in the amount of $33,450.44- project #2008-405.

BACKGROUND

Recommendation from Dept. &
TXMAS Proposal

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-002-001-0-664 & 748

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

BUDGETARY IMPACT:

664 available balance as of 12/04/08; $25,874.24
748 available balance as of 12/04/08; $ 7,576.20
Total $33,450.44

Attachments

Link: Memo & TXMAS-Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/03/2008 04:16 PM	APRV
2	Budget & Management	Veronica Lopez	12/03/2008 04:20 PM	APRV
3	Roland Garcia	Rolando Garcia	12/04/2008 04:55 PM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:10 PM	APRV

Form Started By: Sandra Montalvo Started On: 12/02/2008 04:59 PM

Final Approval Date: 12/05/2008

MEMORANDUM

To: **Joel C. Espinoza, Court Coordinator**
93rd Judicial District Court
Via: joel.espinoza@co.hidalgo.tx.us

From: Sandra Montalvo, Buyer
Hidalgo County Purchasing Dept.

Date: November 7, 2008

Re: RFB No. 2008-405-00-00-SMA-**HIDALGO COUNTY-93rd Judicial District Court - "Audio Visual System"- Equipment and Installation**

For your **REVIEW and UPDATE,** attached you will find the current specifications for the above-referenced project. Please indicate if these specifications meet all your requirements by signing below and indicating your approval, approval with modifications and/or disapproval.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ~~YES~~ / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #: 8 1100 41200 002 0010664 — $ 25,874.24

8 1100 41200 002 0010748 — $ 7,576.20

[signature] Rodolfo Delgado 12-1-08

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than FRIDAY, November12, 2008 @ 12:00p.m.

Enclosures

Visual Innovations Company, Inc

Visual Innovations Company Inc.
Corporate Office

8500 Shoal Creek Blvd, Bldg 1
Austin, Texas 78757
Phone (512) 334-1100
Fax (512) 334-1133

Audio Visual Proposal
For

Hidalgo County

93rd Judicial Courtroom / 2nd Floor

Quote Date:

Quotes expire in 30 days.

NONE	Project Expedite Surcharge
6-8 Weeks	Standard lead time for install ARO

BILL TO:	METHOD OF PAYMENT:	SHIPPING INFO:
Hidalgo County ORGANIZATION		Hidalgo County ORGANIZATION
Joel Espinoza CONTACT	_____ Purchase Order (*Approved Customers)	Joel Espinoza CONTACT
100 N. Closner ADDRESS	PO # _____	100 N. Closner ADDRESS SUITE
Edinburg TX 78539 CITY STATE ZIP	_____ COD	Edinburg TX 78539 CITY STATE ZIP
956-318-2255 956-318-2552 PHONE FAX	_____ Credit Card (Below)	956-318-2255 956-318-2552 PHONE FAX

Equip. Needed Date	P/U Date	Set-up time	SALES REP:	Ship via	Terms
TBD	N/A	N/A	daniel deleon		Net 30

NOT EXPEDITED

VI SALE

SCOPE OF WORK:
VI will need to install an OFE Dell 4100MP projector and wall mount projection screen. Mounts for the projector and screen will be required. VI will also install two popup boxes that have vga,cat 5, composite video and power. One box for each table as shown in the drawing. VI I will rout an existing video cable that resides behind the chamber door along the floor behind the judges chair to connect to his personal OFE monitor. VI will install two gooseneck microphones one for the Judges desk with mute on /off switch and one for the witness stand no mute switch. VI will install 4 wireless lavaliermicrophones and ceiling speakers. VI will also install two choir microphones for the audience for use during jury selection. VI will also install two pop up boxes for attorney interface connections for computer power and audio as well as connections for the OFE document camera.

OWNER FURNISHED EQUIPMENT: Dell 4100MP projector. Owner must verify that the system is working prior to installation. Projection Screen. document camera, DVD/VCR player.

Customer Acceptance for scope of work:

I have read and accept the Scope of Work. I understand that Visual Innovations does not contract or supply electrical, sheetrock or paint work.

_____ _____
Customer Signature Date

_____
Printed Name

System Implementation

VI will provide a turnkey system to include equipment, implementation and warranty, as defined on the attached Scope of Work and Project Quote. Our Installation includes engineering, coordination and labor for display, video, and related equipment to include required plates, connectors and cables.

System Engineering, including:

- Preparation of system functional interconnection diagram.
- Facility and equipment location.

Project Coordination, including meetings with the client's technical representatives and project coordination, including:

- System implementation monitoring.
- Schedule project and oversee the VI team
- Equipment staging at our shop
- Assure final punch-list items are completed

Field Labor, including:

- Pulling and bundling cables
- Terminating of all cable
- Labeling all cable
- Mounting and terminating computer interfaces
- Installing structural systems for multimedia equipment
- Program control System
- Adjusting and balancing audio settings
- Assure that the installed systems functions as proposed
- Site clean up and rubbish disposal
- Provide end-user training

Inclusions

- ❑ All equipment, wire and accessories required for a fully functional audio and visual system.
- ❑ Labor associated with turnkey engineering, installation, programming, testing and training.
- ❑ Documentation package including as-built system CAD diagrams and Operation & Maintenance manuals.
- ❑ Coordination and cooperation with the construction team in regards to installing the system.
- ❑ Upon request, VI shall furnish a one-year maintenance contract and proposal.
- ❑ User training on system operation.
- ❑ Any additional trips, labor or materials due to failure of the other work forces to have the audio/visual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.
- ❑ DMX, DSS or other outside signals (provided by others) are not included in this scope of work, however VI shall integrate up to two pre-approved source equipment's outputs into the systems that VI is providing, and additionally shall provide basic control of these devices.
- ❑ The owner's architect will provide VI's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in Auto Cad format at no charge to VI.
- ❑ This quotation is valid for 30 days. VI reserves the right to modify our quotation pricing if not accepted within 30 days of this quotation date.
- ❑ This quotation is based installations at the specified sites set forth in the customer's requirements. If this configuration is to be used at other sites, travel expenses may apply.

Exclusions

The following is not included in our scope of work:

- ❑ All conduit, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes except those specifically quoted.
- ❑ Voice/ data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- ❑ Network connectivity, routing, switching and port configuration necessary to support audio-visual equipment except as specifically quoted.
- ❑ Concrete saw cutting and / or core drilling.
- ❑ Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- ❑ Necessary sheet rock replacement and or repair.
- ❑ Necessary ceiling tile or T-bar modifications, replacement and/or repair.
- ❑ Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others unless otherwise noted in this proposal
- ❑ Painting, patching or finishing of architectural surfaces.
- ❑ Permits (unless specifically provided for elsewhere in the contract).
- ❑ HVAC and plumbing relocation.
- ❑ Rough-in, bracing, framing, or finish trim carpentry for installation.
- ❑ Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- ❑ Any applicable taxes, permits or bonds related to the project. All normal shipping costs not part of original quote, added as a pass through cost to progress billing.
- ❑ Unless otherwise specified, the warranty provisions in this contract do not cover Owner furnished equipment. In addition, owner furnished equipment shall not be controlled unless otherwise stated in the inclusions (above).
- ❑ Owner furnished equipment or equipment by others that is integrated into the systems (as described above) is assumed to be current industry acceptable equipment in good working order. If it is determined that this equipment is faulty upon installation or adversely affects the system, additional project charges may be incurred.
- ❑ Note: VI will discuss the effects of exclusions on the work to be performed prior to beginning the installation

Standard Warranty

VI warrants the Audio-Visual System furnished to be free from defects in workmanship (i.e. cables, connections, structures) failure for a period of 90 days from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to VI by the Owner or their agent. (See Warranty Statement)

Manufacturer's equipment warranties are of varying lengths (usually 90 days to 1 year). VI will warranty this equipment for the term established by the manufacturer on a depot basis only. Deliver warranty repair equipment to VI, Attention: Service Department. Please include a copy of this form with each piece of equipment.
Warranty does not apply to any product that has been subject to misuse, neglect, accident or operational error.

Customer Initials _____

Control System Source Code

Visual Innovations Company does not routinely provide our customers with control system source code. "Source Code" is defined as the actual, editable programming language statements, whether contained in a single file, multiple files, include files or library files. Visual Innovations provides the "Object Code" which is the machine interpretable program capable of executing or running the target system.

The Source Code will be provided under the following conditions:

- The customer must agree in writing to purchase the source code prior to any code development by Visual Innovations Company.
- The source code does not contain any software or code that Visual Innovations Company has purchased or licensed that would violate any license agreement Visual Innovations Company has with a third party author or manufacturer.

All AMX andCrestron control system source code developed by Visual Innovations Company is to remain the property of Visual Innovations, unless specified under project contract to be provided to the customer with the final installed AV system. Copies of compiled programs will be provided to the customer on CD along with manuals and system warranty information.

Integrated Systems – Standard Terms and Conditions

Scope of Work for the Project

In this document the term "Owner" shall mean client or awarding party. VI shall execute the project work described in the included proposal and/or quote concerning the Owner's system integration work. The scope work is based upon information provided by the Owner. As the project work progresses, agreement on modifications may be necessary to complete the project. These additions, deletions and/or adjustments in time shall be considered change orders and when mutually agreed upon in writing by both parties, shall become part of the agreement.

The terms and conditions of this agreement, and those terms and conditions contained in any appendices or approved change orders to this agreement, together shall form the entire purchased order or agreement. Request for quotation, acceptance or other purchasing documents which are inconsistent with, different from or in addition to the terms and conditions of this agreement shall be considered void. This agreement shall take precedence over all previous oral discussions or prior understanding between both parties.
This agreement and all Owner purchase documents are subject to acceptance by VI, including if appropriate, approval by VI's credit department. VI reserves the right to cancel this agreement, if the Owner fails to meet credit requirements.

Agreement Sum and Taxes

The Owner shall pay VI in current U.S. funds for the performance of the project work per the agreement sum, which may be adjusted, subject to mutually agreed upon additions and deletions provided within the agreement.

The prices for equipment are subject to taxes, including but not limited to sales, excise or use taxes. The Owner shall pay all sales, use ad valorem, excise and/or other taxes imposed on either party. Owner shall not pay for taxes based upon VI's income. If applicable, the owner shall provide a tax-exempt certificate at the time of acceptance of contract. VI will invoice for all applicable taxes that VI is legally obligated to collect from the Owner.

Time

VI's proposal for installation and services is based upon our normal 8-hour business day / 40-hour business week, Monday through Friday, between the hours 8:00am to 5:00pm, excluding VI holidays, unless otherwise stated within our proposal. VI shall be compensated for installation and services beyond normal business hours or business days, on an overtime rate basis when mutually agreed upon. Should VI be delayed in the progress and performance of the work due to material changes, labor disputes, fire or usual delay in deliveries, construction delays, unavoidable casualties or causes beyond VI's control, the agreed upon time for completion shall be extended by change order. These change orders may also include charges to cover additional costs incurred by VI due to the delay.

Payment Terms

Subject to credit approval, the Owner shall pay VI within ten (10) days of invoice date. All project work requires a minimum deposit of thirty percent (30%) of the overall agreement total to initiate the order. Deposits are due upon receipt of invoice. Project timeline schedules will begin upon receipt of the deposit or initial payment.

Systems Integration work where procurement, installation and completion of the work extend beyond a period of greater than ten (10) days from the date of the order, will be subject to progressive billing or invoicing. In such cases VI will progressively invoice for hardware, equipment and materials received, stored and assigned to the project, along with a percentage of completed labor and services. Progressive billing or invoices are due and payable per VI normal credit terms of Net ten (10) days.

Finance Charge / Costs of Collection

If the Owner fails to pay VI for equipment and/or services when due, VI under this agreement shall be allowed to invoice Owner for monthly finance charges equal to one and one-half percent (1.5%) of any amounts past due, chargeable for each month that the payment is outstanding.

Changes / Returns / Cancellation

Any changes or modifications to the agreed upon scope of work defined in the proposal must be mutually agreed upon in writing. Formal change orders shall document these modifications.

Should Owner cancel a project in whole or in part, prior to completion, the Owner agrees to pay VI for all costs incurred to date and/or to bring the project to a mutually acceptable close. These costs are, but are not limited to: the design and engineering services; Project management; the installation and programming; technical labor; subcontracting expenses; the materials and equipment costs; and all other miscellaneous documented costs. Materials and equipment are also subject to restocking fees.

Customer Initials _____

Due to the custom nature of the integrated audiovisual and/or broadcast systems, Owner requested changes once the equipment is in hand or in transit, may result in restocking fees. Restocking fees will be 30% of the equipment sales price plus freight for standard equipment, and 100% of the sales price, plus freight for all custom or specialty (non standard) equipment.

Title and Risk of Loss

Title and risk of loss, or damage to any products/equipment will pass to Owner upon VI's delivery of the product/equipment to the Owner. Owner shall make claims for damage or loss through their insurance provider. VI shall maintain insurance for all product/equipment stored within its facilities or third party storage facilities.

Limitation of Liability

Without limitation on any other provision within this agreement, or excluding liability on the part of VI, the damages recoverable by the Owner or awarding party or third party for any claim of any kind whatsoever arising from breach of this agreement shall be no greater than the actual purchase sum of the agreement. In no event shall VI be responsible for any special, indirect or incidental or consequential damages of any kind.

Price is for cash terms. Credit card orders will be charged a 3% handling fee. Unsigned proposals will not be processed. Orders require a signed scope of work, signed drawings, signed proposal and payment method or purchase order. Purchase oreders must match proposal amount. Buyer agrees to all terms and conditions herein defined.

IMPORTANT INFORMATION REGARDING INCLUSIONS/EXCLUSIONS: Visual Innovations Company makes every effort to accurately assess the needs, requirements, conditions and exceptions of all installed solutions therefore your understanding and agreement of the Scope of Work (SOW) below is crucial to acknowledge what will or will not be provided by Visual Innovations Company at the time of install. Items, capabilities, functions and all other facets of performance not clearly defined below will not be provided without consultation with the responsible Sales Consultant and/or a Manager or Director of Integrated Services. Additional items, capabilities, functions or other facets of performance will usually incur additional fees for hardware, labor, programming, engineering, project management, freight and expedite fees. Visual Innovations Company will provide a written quotation of additional expenses that will require a SIGNED APPROVAL to be returned to Visual Innovations Company BEFORE ADDITIONAL WORK WILL BE PERFORMED. Visual Innovations Company DOES NOT PROVIDE ELECTRICAL SERVICES as part of our service however we can make arrangements for a contractor for electrical services at additional and separate expense.

IMPORTANT INFORMATION REGARDING OVERSIZED, OVER 12' LONG AND/OR EXCESSIVE MASS ITEMS: Due to constraints imposed by property owners of client's install location it is the responsibility of the client to provide a service capable of OR deliver ANY oversized objects i.e. projection screens or window shades longer than 12', lecterns wider than 36" or other objects not readily transportable through standard commercial thoroughfares (hallways, doorways, stairwells, and elevators) to the specific room(s) item(s) is/are to be installed. Visual Innovations Compnay, Inc. will provide the installation labor once the item(s) are delivered to the point of installation. Visual Innovations Company, Inc. can arrange this service via a third party at an additional expense. IT IS STRONGLY RECOMENDED a Visual Innovations Compnay, Inc. project manager visit the installation site as part of the site survey to address any possible obstalces regarding delivery of large items.

Visual Innovations Company, Inc. reserves the right to password protect A/V or control system until customer has singed off on the project. Upon sign off, Visual Innovations Company, Inc. will unprotect system and provide end user training not to exceed 1.5 hours. The customer is responsible for insuring appropriate people are present for training.

Visual Innovations Company, Inc. will no conduct any work outside of the scope of work in this document. Visual Innovations Company, Inc. can not make verbal promises for any work related items.

I have read and accept Visual Innovation's Proposal, Pricing and Terms

X _____ / / _____

SIGNATURE OF AUTHORIZED AGENT **DATE**

PLEASE PRINT NAME

Equipment Total (See Attachment A - Equipment Listing)	**$**	**15,460.11**
Cables, Connectors and Misc Hardware	**$**	**2,436.63**
Integration / Services	**$**	**13,518.32**
General and Administrative	**$**	**1,101.65**
Expedite Fee		**DECLINED**
Service Agreement Type VI-SA-PS-72-1	**$**	**1,389.33**
1 year VI-Plus Silver Level Service Assurance Agreement		
Special Delivery/ Estimated Freight - Prepay and added to invoice	**$**	**578.95**
Other - Bonding , Etc.		
(Handling Fee /Credits / Discounts)		
SUB-TOTAL	**$**	**34,484.99**
TAX (8.25%) If applicable		**EXEMPT**
TOTAL:	**$**	**34,484.99**
		Or
Discount for approved Terms or COD		**($1,034.55)**
TOTAL with Discount for approved Terms or COD:		**$33,450.44**

* Progressive Billing Schedule

30% Deposit =	**NONE**
30% Delivery =	NONE
30% Substantial =	NONE
10% Final Signoff =	NONE

I have read and accept the proposal, pricing and terms of this proposal.

Signature _____ Date _____

Printed Name _____

GSA Federal Supply Schedule Contract No. GS-03F-0019M

**** All installations require a 30% Deposit or Invoice***

Credit Card Information - Credit card orders will be charged a 3% handling fee

	AMEX		

Visual Innovations Company, Inc.

Standard Warranty/Workmanship Guarantee

VISUAL INNOVATIONS COMPANY, INC. (VI) LIMITED WARRANTY

Standard 90 day Manufacturer's Warranty Service

MANUFACTURER'S WARRANTY SERVICE: If any products provided to the initial end-user customer should become defective within 90 days of delivery or installation by VI, VI will act on the behalf the customer to obtain repair or replacement from the manufacturer, provided that product is eligible for manufacturer's warranty coverage. Products covered during the manufacturer's warranty period are the responsibility of the manufacturer. This Manufacturer's Warranty Service is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. During the warranty period, Purchaser will either return the defective product; freight prepaid to the manufacturer, or deliver it to VI at the address listed below. The Product to be repaired is to be returned in either its original carton or a similar package affording an equal degree of protection. VI will return the repaired product freight prepaid to Purchaser, on behalf of the Purchaser, at any time during the 90 day Workmanship Warranty period. In the absence of an Extended Service Agreement, all freight, labor and administrative costs incurred by VI associated with replacement of warranty parts after expiration of the original Workmanship Warranty period are the responsibility of the Purchaser, and will be billable to the Purchaser at VI's prevailing rates at the time of such service.

In the absence of an Extended Service Agreement, VI is not obligated to provide Purchaser with a substitute unit during the warranty period or at any time. For an additional fee, VI will provide field service and support at the Purchaser's location at VI's prevailing billable rates for such service, subject to availability.

Standard 90 day Warranty against defects in Materials and Workmanship

ITEMS COVERED: VI warrants to the initial end-user customer of the Integrated System/Installation Services will be free from defects in material and workmanship for 90 days from date of substantial completion. Projector lamps or other consumables are not covered under this warranty but may be covered under the manufacturer's warranty.

VI'S PLEDGE TO CORRECT PROBLEMS UNDER WARRANTY: During the 90 day Workmanship Warranty period, at our option, VI will either repair or replace the in-warranty defective unit without charging the customer. When parts or products are exchanged under warranty the item(s) replaced will automatically become VI's property. In order to make repair or exchange under warranty VI may elect to use new parts or those reconditioned to the manufacturer's exacting standards of performance and quality. Once an item has been repaired under warranty it assumes the remaining period of warranty based upon original date of purchase. This warranty covers hardware, materials and workmanship related issues and does not include any necessary labor for maintenance or service.

NOT COVERED UNDER THIS WARRANTY: End-users of these products will not have any claim under this warranty for repair or adjustment expense if:

1. The equipment or materials is maltreated in anyway and the problem has been caused by improper or careless treatment.
2. The problem is caused by fire or other natural calamity
3. The problem is caused by improper repair or adjustment by an unauthorized service provider
4. Problems caused by unauthorized operation or installation
5. Damage caused in shipping
6. The serial number label or other identifying marks (name plates and logos) are removed
7. The proof of purchase is not submitted with the claim
8. Ownership of the product has changed (this warranty is non-transferable)
9. The warranty period has expired

DISCLAIMER OF WARRANTY

EXCEPT FOR THE FOREGOING WARRANTIES, VI HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE.

LIMITATION OF LIABILITY

THE LIABILITY OF VI, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL VI BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.

To obtain warranty service instructions, verify the problem and obtain Return Merchandise Authorization (RMA) number, please call Visual Innovations Company, Inc. technical support at 1-866-493-4169

NOTE: Any product returned without an RMA number will be refused upon delivery. For trouble shooting or to enquire about extended service warranties, please call the number listed above or visit our website – www.vicav.com

Visual Innovations Company, Inc.
8500 Shoal Creek Blvd, Building 1, Austin, Texas 78757 USA

November 3, 2004

Visual Innovations Company Inc.
Corporate Office

8500 Shoal Creek Blvd, Bldg 1
Austin, Texas 78757
Phone (512) 334-1100
Fax (512) 334-1133

Visual Innovations Company, Inc

Audio Visual Proposal

For

Hidalgo County
93rd Judicial Courtroom / 2nd Floor

Quote Date:

Quotes expire in 30 days.

ATTACHMENT A - EQUIPMENT LISTING

QTY	MFG	Model	VI Part #	Description of products and services proposed	Price	Extended Price
				TXMAS contract info: TXMAS-4-581010 Contract period: 10/24/2003 - 04/07/2012	$ -	$ -
1	OFE			OFE Judges monitor		
1	OFE			Reroute OFE judges monitor feed		
1	OFE			OFE Dell 4100MP projector		
1	Chief	RPA315		4100MP Projector mount	$ 135.39	$ 135.39
					$ -	$ -
					$ -	$ -
1	OFE			Wall Mount screen		
1	Da-Lite			wall Mount screen brackets	$ 14.29	$ 14.29
					$ -	$ -
					$ -	$ -
4	Shure	SLX14/84-L4		Wireless lavelier body pack system	$ 623.06	$ 2,492.24
2	Shure	UA507		Rack mount kit	$ 20.45	$ 40.90
1	Shure	UA844SWB		Powered ant. Splitter	$ 415.48	$ 415.48
2	Shure	UA600		Front mount ant kit	$ 3,788.10	$ 7,576.20
2					$ -	$ -
					$ -	$ -
1	Shure	MX418S/C		Goose neck mic with mute	$ 229.99	$ 229.99
1	Shure	MX418/C		Goose neck mic with out mute	$ 208.82	$ 208.82
2	Shure	MX202WP/C		Ceiling mics	$ 187.65	$ 375.30
					$ -	$ -
					$ -	$ -
1	TOA	A-906MK2		60 WATT Amplifier 8 input	$ 505.95	$ 505.95
6	TOA	M11S		MIC module	$ 57.14	$ 342.84
1	TOA	B11S		Line module	$ 51.19	$ 51.19
1	TOA	MB25B		Rack mount kit	$ 20.24	$ 20.24
2	RDL	ST-MX2		2 in mic/line mixer 60ma each	$ 120.62	$ 241.24
1	RDL	FP-MPA2		phantom power adaptor 120ma	$ 195.69	$ 195.69
1	RDL	PS-24A		power supply 400ma	$ 20.21	$ 20.21
2	EXTRON	ASA131		SUMMING ADAPTOR	$ 38.10	$ 76.20
1	TOA	M01S		MIC module	$ 42.86	$ 42.86
					$ -	$ -
6	Atlas Sound	FAP42T		Speakers tapped at 8 watts	$ 60.62	$ 363.72
					$ -	$ -
					$ -	$ -
1	EXTRON	VSW 2VGA A	60-758-01	VGA Auto switch	$ 142.86	$ 142.86
1	EXTRON	SW4AV	60-484-21	Video Auto Switch	$ 547.62	$ 547.62
1	EXTRON	MBU 149	70-222-01	DESK MOUNT	$ 29.76	$ 29.76
1	EXTRON	MBU 123	70-212-01	DESK MOUNT	$ 29.76	$ 29.76
2	EXTRON	CC 200	60-716-0A	Cabble Cubby	$ 250.00	$ 500.00
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
1	MAP	PTRK-21		Rolling Rack	$ 473.27	$ 473.27
1	MAP	PTRK-RR21		REAR RACK RAILS	$ 32.80	$ 32.80
1	MAP	LBP-1.5		LACER BARS 10 PACK	$ 56.90	$ 56.90
1	MAP	U2		2U SHELF	$ 40.96	$ 40.96
1	MAP	D2		2U DRAWER	$ 110.73	$ 110.73

Visual Innovations Company Inc.
Corporate Office

8500 Shoal Creek Blvd, Bldg 1
Austin, Texas 78757
Phone (512) 334-1100
Fax (512) 334-1133

Visual Innovations Company, Inc

Audio Visual Proposal

For

Hidalgo County
93rd Judicial Courtroom / 2nd Floor

Quote Date:

Quotes expire in 30 days.

ATTACHMENT A - EQUIPMENT LISTING

QTY	MFG	Model	VI Part #	Description of products and services proposed	Price	Extended Price
1	MAP	PDT-1015C-NS		Power strip	$ 87.88	$ 87.88
5	MAP	EB-2		2U BLANK	$ 8.48	$ 42.40
1	MAP	VTF-1		1U VENT	$ 10.10	$ 10.10
1	MAP	EB-1		1U BLANK	$ 6.32	$ 6.32
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
				Equipment Total (Carried forward to Summary Page)		$ 15,460.11

Customer Initial Approved Equipment Listing _____

Policy Number: Date Entered: 11/10/2008

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/2008

PRODUCER
ROSS INSURANCE AGENCY
6101 W Courtyard Dr 2-225
Austin TX 78730

(512)459-3972

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
VISUAL INNOVATIONS, INC.
TRACIE MCCARLEY
8500 SHOAL CREEK BLVD BLDG 1
AUSTIN, TX 78757

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Farmers Insurance	
INSURER B: MID WEST	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	06933 21 02	8/19/2008	8/19/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	06933 21 02	8/19/2008	8/19/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $	60466-94-60	8/19/2008	8/19/2009	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0101WP100252200	8/19/2008	8/19/2009	[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
A		OTHER BUILDING	06933 21 02	8/19/2008	8/19/2009	$1,590,000	$1000 DED
A		PERSONAL PROPERTY	06933 21 02	8/19/2008	8/19/2009	$1,797,800	$1000 DED
A		BUSINESS AUTO	06933 21 02	8/19/2008	8/19/2009		$500 DEDS

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

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUSINESS 281
EDINBURG TX 78537

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 DAREN ROSS

© 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.

AI-12620 **15.G.1.**

ROOF INSPECTIONS FOR COUNTY BUILDINGS

CC REGULAR

Date:	12/09/2008
Submitted By:	Tanya Delira, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Buildings & Grounds

Information

CAPTION

Presentation for discussion, acceptance and approval of a proposal from Weatherproofing Technologies, Inc./WTI/Tremco Commercial Line Item Pricing through the county's participation/membership with (TCPN) The Cooperative Purchasing Network contract #R4812 for the provision roofing inspections (i.e. surveys and assessments) for various County Buildings with authority to issue a purchase order for same in the amount of $6,247.00 for the following:

A. Requisition #143635

1. San Juan CRC, 509 Earling Rd. San Juan
2. Mcallen Health Department, 300 E. Hackberry, Mcallen
3. Mcallen Tax & Auto License Office, 300 E. Hackberry, Mcallen
4. Elsa Multi-Service Center, 708 E. Edinburg, Elsa
5. Pct. 1, Pl. 1 JP & Constable Office, 1902 Joe Stephens, Weslaco
6. Pct. 1 Adm., Tax & Auto Lic. Office, 1902 Joe Stephens, Weslaco
7. Head Start, 601 Earling Road, San Juan
8. Hidalgo County Health Department, 1304 S. 15th Street, Edinburg
9. Head Start-Las Milpas, 714 Zapata, Pharr
10. Head Start, FM 1015 & Palm, Progreso
11. Hidalgo County Elections Warehouse, 86th & Hwy 107, San Carlos
12. Head Start 1402 Silver Ave. Donna
13. Edinburg WIC, 3105 E. Schunior, Edinburg
14. Pct. 2 Middle Shop, 329 E. State St. Pharr
15. Hidalgo County Building, 1901 N. Bridge, Weslaco
16. Pct. 3 Motor Pool, FM 2221 East of Iowa Rd., La Joya
17. Pct. 1 Portable Building-Sunrise, Mile 11 & Mile 1.5, Weslaco
18. Old Administration Building, 100 E. Cano, Edinburg
19. Hidalgo County Courthouse, 100 N. Closner, Edinburg
20. Annex II-Elections Administration Building, 105 S.10th Ave. Edinburg
21. Annex I-Auxiliary Courts, 100 N. Closner, Edinburg
22. Administration Building, 2802 US Bus. 281, Edinburg
23. Pct. 4 JP Charlie Espinoza, 212 N. 12th, Edinburg
24. Pct. 3 Multi-Purpose (Planning, DPS, WIC, Health, Tax, Auto License), 722 Breyfogle, Mission
25. Pct. 3 Multi-Purpose (Admin. CRC. Veterans), 724 Breyfogle, Mission

26. Pct. 3 Multi-Purpose (JP Garza, JP Ochoa, Constable), 730 Breyfogle, Mission
27. Delta Park Office, 1.5 Mi. N. of Monte Alto E. Side of FM 88, Monte Alto
28. Kitchen/ESL, W. Hwy. 107 & Mi. 4 N. Edcouch
29. Progreso Community Center, 5 Mi. S. of Bus. 83 on new FM 1015, Progreso

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100419402200010431

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

BUDGETARY IMPACT:

Attachments

Link: weatherproofing

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 05:10 PM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 07:47 AM	APRV
3	Dale Kennan	Dale Kennan	12/05/2008 11:07 AM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:11 PM	APRV

Form Started By: Tanya Delira Started On: 12/03/2008 04:11 PM

Final Approval Date: 12/05/2008

Requisition

Req # 00143635

PO #

Date: 11/17/08

Regular
12600
12/3/08

Bill To: x
x

Vendor : 330485
WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
BEACHWOOD OH 44122
FAX (216)292-5038

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No: TCPN R4812

Special Instructions:
REQ1419

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT TCPN R4812		
		DO NOT DUPLICATE ORDER		
1.00	EACH	ROOF INSPECTIONS ON COUNTY BUILDINGS	6,247.00	6,247.00
		Account No	Encumbrance	
		8-1100-419-40-220-001-0-431	6,247.00	
			Freight	.00
			Total	6,247.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WEATHERPROOFING TECHNOLOGIES, INC.
a service division of Tremco Incorporated

TREMCO

TREMCO INCORPORATED
WEATHERPROOFING TECHNOLOGIES, INC.
ROOF SURVEY & ASSESSMENT SERVICES PROPOSAL

DATE: November 13, 2008

OWNER: County of Hidalgo
2802 So. Business 281
Edinburg, Texas 78539

PROJECT: Roof Survey and Assessment for Various Buildings
WEATHER EVENT: Hurricane Dolly
WEATHER EVENT DATE: July 23, 2008

A. Through The Cooperative Purchasing Network (TCPN) Contract Agreement (#R4812), **Weatherproofing Technologies, Inc. (WTI)** will provide the following Roof Survey and Assessment Services on the above referenced Project:

Scope of Work – Various Building as listed below:

1. Examine all roof areas and building exteriors as required to determine the extent of damages cause by the weather event.
2. Verify that interior damages such as ceiling tiles, paint and carpeting have been repaired or replaced by others.
3. Provide a Line-Item budget cost estimate for repairs through Weatherpoofing Technologies Inc. / Tremco Commercial Line Item Pricing Contract Agreement (#R4812) through The Cooperative Purchasing Network (TCPN). Verify that interior damages have been repairs by others.

Buildings to be Surveyed (List Provided by Hidalgo County):

1. San Juan CRC, 509 Earling Road, San Juan
2. McAllen Health Department, 300 E. Hackberry, McAllen
3. McAllen Tax & Auto License Office, 300 E. Hackberry, McAllen
4. Elsa Multi-Service Center, 708 E. Edinburg, Elsa
5. Pct. 1, Pl.1 JP & Constable Office, 1902 Joe Stephens, Weslaco
6. Pct. 1, Pl.1 Administration, Tax & Auto License Office, 1902 Joe Stephens, Weslaco
7. Head Start, 601 Earling Road, San Juan
8. Hidalgo County Health Department, 1304 S. 15th Street, Edinburg
9. Head Start - Las Milpas, 714 Zapata, Pharr
10. Head Start, FM 1015 & Palm, Progresso
11. Hidalgo County Elections Warehouse, 86th & Hwy 107, San Carlos
12. Head Start 1402 Silver Ave., Donna
13. Edinburg WIC, 3105 E. Schunior, Edinburg
14. Pct. 2 Middle Shop, 329 E. State St., Pharr
15. Hidalgo County Building, 1901 N. Bridge, Weslaco
16. Pct. 3 Motor Pool, FM 2221 East of Iowa Road, La Joya
17. Pct. 1 Portable Building – Sunrise, Mile 11 & Mile 1.5, Weslaco
18. Old Administration Building, 100 E. Cano, Edinburg
19. Hidalgo County Courthouse, 100 N. Closner, Edinburg
20. Annex II – Elections Administration Building, 105 S. 10th Ave., Edinburg
21. Annex I – Auxiliary Courts, 100 N. Closner, Edinburg
22. Administration Building, 2802 US Bus. 281, Edinburg
23. Pct 4 JP Charlie Espinosa, 212 N. 12th, Edinburg
24. Pct 3 Multi-Purpose (Planning, DPS, WIC, Health, Tax, Auto Lic.), 722 Breyfogle, Mission

WEATHERPROOFING TECHNOLOGIES, INC.
a service division of Tremco Incorporated

TREMCO

25. Pct 3 Multi-Purpose (Admin, CRC, Veterans), 724 Breyfogle, Mission
26. Pct 3 Multi-Purpose (JP Garza, JP Ochoa, Constable), 730 Breyfogle, Mission
27. Delta Park Office, 1.5 Mi. N. of Monte Alto E. Side of FM 88, Monte Alto
28. Kitchen / ESL, W. Hwy 107 & Mi 4 N., Edcouch
29. Progresso Community Center, 5 mi. S. of Bus. 83 on new FM 1015, Progresso

B. Roofing Survey & Assessment Services will be provided for a total amount of:

TCPN Contract Agreement #R4812 – Line Item K.1.18 – Roof Leak Investigation – $624.76 / Man Day
Man Days Required 10 x $624.76 = $ 6,247.60

Billing will occur after the services are delivered, unless the project requires more than forty-five days, in which case billing will be based on the completed portion(s) of the work on a monthly basis. Billing terms are net 30 days.

C. Through **TCPN**, survey and assessment will begin approximately one (1) day from the issuance of a purchase order. Anticipated completion time is approximately five (5) days.

D. In performing these Roof Repair Services, **Weatherproofing Technologies, Inc.** shall not be responsible for damage to the building or its contents or any other incidental or consequential damages. **WTI's** total liability shall not exceed the dollar value of the services provided to the Owner by **Weatherproofing Technologies, Inc.** (See attached Terms and Conditions)

E. Purchase Order should be issued to:

Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, Ohio 44122

Reference: **TCPN Contract #R4812**
WTI / Tremco Commercial Line Item Pricing

Fax Purchase Order to:

Weatherproofing Technologies, Inc.
Ivan Trinidad, Construction Manager
Toll-free fax #: (866) 308 0665

AND
Steven W. Linsteadt, Field Representative
Tremco Incorporated /Weatherproofing Technologies, Inc.
Fax #: (361) 777 3368

Aff's Blanca

Hidalgo County Precinct 1
Buildings Inspected by Safety Officers

BUILDING DESCRIPTION	DAMAGED LEVEL	DESCRIPTION OF DAMAGE
P1 Administration Bldg and Tax Office and Auto Lic.1902 Joe Stephens, Weslaco, TX 3 Departments	Affected	Damaged ceiling tiles on both departments
Community Center - 5 Mi. S. Bus. 83, New Hwy 1015, Progresso	Affected	Water leaks on ceiling and light fixtures
Portable Bldg. WIC Clinic - 5 Mi. S. Bus. 83, New Hwy 1015, Progresso	Affected	The entire roof was compromise as a result of the strong winds. Ceiling tiles were affected. Floor tile and floor sustained water damaged. Plywood underneath the ceiling tiles began to warp.
P1 JP Gilbert Saenz **P1 JP Jesus Morales** **P1 Const. - 1902 Stephens, Weslaco** 3 Departments	Affected	JP Saenz Office sustained water damage to the ceiling tiles and carpet. JP Jesus Morales sustained water damage to the ceiling tiles. Constables Office sustained damage to ceiling tiles.
P5 Const.-JP Jackson **Health Dept.-WIC Clinic- 708 E. Edinburg, Elsa** 4 Departments	Affected	JP Jackson's office sustained damage to ceiling tiles, carpet, and paint on the walls. All other departments sustained damage to ceiling tiles. Fasteners on metal roof were lost because of the strong winds allowing water into the building.
Head Start Center 1402 Silver Ave., Donna	Affected	Center sustained damage to ceiling tiles, west side interior wall and Electrical panel box and Air condition unit.
W. Hwy 107 & Mi 4 N, (Kitchen/ESL), Edcouch	Affected	The entire shingle roof was compromise as a result of the strong winds. Ceiling tiles sustain water damage.
Head Start Center, Corner of S. 1015 & Palm, Progresso	Affected	Shingles were removed from the roof as a result of the strong winds. Small wooded fence was knocked down.
1901 N. Bridge Ave, Weslaco	Affected	Shingles were removed from the roof, allowing water to seep into building, ceiling tiles sustained water damage.

143635
6,247.04

001 HIDALGO CO BLDG&GROUNDS 07/17/2007 14:13 FAX 9567076048

002
HIDALGO CO BLDG&GROUNDS
12/01/2005 14:14 FAX 9563182648

Hidalgo County Precinct 1
Parks Inspected by Safety Officers

BUILDING DESCRIPTION	DAMAGED LEVEL	DESCRIPTION OF DAMAGE
Delta Park Office - 1.5 Mi N Of Monte Alto, E Side of FM 88, Monte Alto	Affected	Piece of Plywood (siding) was damage by the strong wind. Ceiling tiles and carpet sustained water damaged.
Portable Bldg. Sunrise -Mile 11 North/Mile 1.5 W., Weslaco	Affected	Missing shingles on portable building and north side fence was damaged.

003 HIDALGO CO BLDG&GROUNDS 12/07/2009 11:11 FAX 8009104040

Hidalgo County Precinct 2
Buildings Inspected by Safety Officers

BUILDING DESCRIPTION	DAMAGED LEVEL	DESCRIPTION OF DAMAGE
Middle Shop - 329 E. State St., Pharr	Affected	Metal Roofing was damaged due to strong winds.
Tax Office- Auto License –300 E. Hackberry, McAllen 2 Departments	Affected	Damaged ceiling tiles and roof was compromise by the strong winds and rain. Type of roof: polyurethane
Health Dept. 300 E. Hackberry, McAllen	Affected	Damaged ceiling tiles. Roof sustained damaged by the strong winds and rain. Type of roof: polyurethane
WIC Clinic 300 E. Hackberry, McAllen	Affected	Damaged ceiling tiles
San Juan CRC- R.O.W- Auto License-Tax Office-WIC - 509 E. Earling, San Juan 5 Departments	Affected	Shingle roof was compromised due to strong winds. Stucco wall on south side of WIC was completely disintegrated by the strong winds. Ceiling tiles sustained water damage in all Departments.
Head Start Center 601 Earling Rd, San Juan	Affected	Shingle roof was compromised due to strong winds. Ceiling tiles sustained water damage throughout the building dry wall sustained water damage in some areas. Strong winds removed some of the flashing from roof.
Head Start 714 Zapata, Las Milpas	Affected	Shingle roof was compromised due to strong winds. Ceiling tiles sustained water damage throughout the building dry wall sustained water damage in some areas.

004
HIDALGO CO BLDG&GROUNDS
12/01/2005 14:12 FAX 9562816048

Hidalgo County Precinct 3
Buildings Inspected by Safety Officers

BUILDING DESCRIPTION	DAMAGED LEVEL	DESCRIPTION OF DAMAGE
P3 Const. - JP Luis Garza-JP Melo Ochoa P3 Constable 730 Breyfogle, Mission 2 Departments	Affected	Damaged ceiling tiles and carpet.
P3 Admin Building and CRC-Veterans 724 Breyfogle, Mission 3 Departments	Affected	Damaged ceiling tiles and carpet.
Planning Dept.-DPS-WIC- Health Dept.-Tax and Auto License- 722 Breyfogle, Mission 5 Departments	Affected	Damaged ceiling tiles
Motor Pool Property - N. Side of FM 2221, E of Iowa Rd, La Joya	Affected	Metal roof to storage building was damaged. Part of the roof was lost.

005
HIDALGO CO BLDG&GROUNDS
12/01/2005 14:15 FAX 9563182648

Hidalgo County Precinct 4
Buildings Inspected by Safety Officers

BUILDING DESCRIPTION	DAMAGED LEVEL	DESCRIPTION OF DAMAGE
Warehouse - E. 107 & 6th St., San Carlos	Affected	Several water leaks throughout the warehouse. Boxes of records were damaged due to flooding. The building had about one foot of water.
Elections - 101 S. 10th Ave, Edinburg	Affected	Several water leaks from ceiling throughout the building. Ceiling tiles and carpet sustain water damaged. Basement was flooded with six inches of water. Damaged carpet and walls.
Administration Bldg. Departments: Purchasing-Budget-Tax and Auto Lic. Office-Treasurers- (K-Mart) - 2802 S. Bus. Hwy 281, Edinburg 4 Departments	Affected	Several water leaks from ceiling throughout the building.
Old Administration Departments: 13th Court of Appeals-Information and Tech.-County Judge-Bldg.-Public defenders-Aux. Court B-Emergency Mng.-Human Resources-Adult Probation 100 E. Cano, Edinburg 7 Departments	Affected	Membrane Type Roof had several damage (punctures) allowing water to seep into building. Ceiling tiles, carpet and walls on the 5th floor were damaged. North side walls and ceiling tiles on the 4th floor sustained damage. North side walls and ceiling tiles on the 3rd floor sustained damage. North side walls carpet and ceiling tiles on the 2nd floor sustained severe water damage. Judge's office sustained damage to carpet and paint on walls. North side ceiling tiles and walls on 1st floor sustained water damage. Water leaking from ceiling on Atrium. Roof metal sustained damage on the south side of building.
Courthouse- Sheriff's Office Sub-Station-District Clerk's Basement Storage-389th District Court-92nd District Court-139th District Court-Courthouse Auditorium. 100 S. Closner, Edinburg 6 Departments	Affected	Water on elevator shaft flooding the inmate holding cells. District clerks had water throughout the record room and adjoining office, conference room sustained water damage to carpet and walls. 389th had water seeping through west side wall wetting the carpet in office and courtroom. 92nd water leaking from ceiling light fixtures onto carpet in courtroom. 139th water leaking from ceiling mounted retractable screen onto the court room carpet. Courthouse Auditorium, water seeping in from the south side wall.

Annex Offices/County Clerk Collections -Auxiliary Courts A - 100 N. Closner, Edinburg 2 Departments	Affected	Several water leaks from ceiling throughout the building.
Robert Chevrolet (County Clerk Storage) - 317 N. Closner, Edinburg	Affected	Several water leaks throughout the building, wetting boxes of criminal records. Damage to roof top.
Juvenile Probation - 1001 N. Doolittle, Edinburg	Affected	Several water leaks from ceiling throughout the building.
P4 JP Charlie Espinoza, 212 N. 12th, Edinburg	Affected	Several water leaks from ceiling throughout the building. Water damaged paint on walls and carpet.
Main Office - 1304 S. 25th Ave, Edinburg	Affected	Several water leaks from ceiling throughout the building.
3105 E. Schunior, Edinburg	Affected	Several water leaks from ceiling throughout the building.

Report by: Sergio Reyes, Safety Officer

Completed on October 7, 2008

AI-12596 **15.G.2.**

Roof Replacement Services Proposal -for Precinct #3 County Own building located on Moorefiled Rd. aka The Longoria Property

CC REGULAR

Date:	12/09/2008
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, consideration, ratification and/or approval of revised proposal submitted (previously approved by CC on 10/07/08 by Weatherproofing Technologies, Inc./WTI/Tremco Commercial line item pricing through the County's participation/membership with The Cooperative Purchasing Network (TCPN) contract #R4812 for the provision of labor and materials including, but not limited to, roofing replacement, with 10 year warranty, 10 year service & maintenance agreement with annual inspections and any other accessories as may be needed for the roof replacement to the County-owned building (property) located on Moorefield Rd., aka, the Longoria property with the authority to issue a purchase order in the amount of $433,862.96.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1336-444-00-220-014-0-452

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

BUDGETARY IMPACT:

Funding available in Req# 144355 as of 12/5/08.

Attachments

Link: 12596

Link: Proposal 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 05:10 PM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 07:44 AM	APRV
3	Dale Kennan	Dale Kennan	12/05/2008 08:12 AM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:11 PM	APRV
5	Moises Salazar	Moises Salazar	12/05/2008 08:41 AM	NEW

Form Started By: Moises Salazar

Started On: 12/03/2008 03:09 PM

Final Approval Date: 12/05/2008

AI-11518 **19.G.2.**

Roof Replacement Services Proposal
CC REGULAR

Date: 10/07/2008
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, acceptance and approval of a proposal submitted by Weatherproofing Technologies, Inc./WTI/Tremco Commercial Line Item Pricing through the County's participation/membership with The Cooperative Purchasing Network (TCPN) contract #R4812 for the provision of labor and materials including, but not limited to, roofing replacement, with 10 year warranty, 10 year service & maintenance agreement with annual inspections and any other accessories as may be needed for the roof replacement to the County-owned building (property) located on Moorefiled Rd., aka, the Longoria property with authority to issue a purchase order in the amount of:

A. $ 412,000.00 (Base proposal is a new clay or synthetic tile); or,
B. $ 392,000.00 (Alternate proposal the an Architectural Standing Seam Metal Roofing).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1336-444-00-220-014-0-452
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance $242,968.00 as of 10/03/08. Additional funds will be transfered after approval.

Attachments

Link: TCPN #R4812 Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/02/2008 04:59 PM	APRV
2	Budget & Management	Veronica Lopez	10/03/2008 07:38 AM	APRV
3	Erika Reyna	Erika Reyna	10/03/2008 10:50 AM	APRV
4	Auditor's Office	Linda Fong	10/03/2008 01:27 PM	APRV
5	Court Administrator	Angela Garcia	10/03/2008 01:37 PM	APRV

Form Started By: Elena Gomez Started On: 10/01/2008 05:06 PM

E. IT Department:

1. **Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with the Department of Information Resource (DIR) awarded vendor, NWN Corporation, contract-SDD258 with requisition #140337 in the amount of $8,270.00.**

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

2. **Requesting authority to purchase computer hardware, software and/or peripheral on-site technical support through our membership/participation with the Department of Information Resource (DIR) awarded vendor, Calence LLC, contract #SDD-235 through requisition #140353 in the amount of $5,600.00.**

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

F. WIC

1. **Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with the Department of Information Resource (DIR) contract #SDD-236 through awarded vendor -Calence through requisition #140460 in the total amount of $49,806.80.**

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

G. Buildings & Grounds

1. **Requesting authority to advertise and approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for: Hidalgo County Buildings and Grounds-"Fire Extinguishers Equipment and Maintenance Service" (Bid No. 2008-198)**

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

2. **Presentation for discussion, acceptance and approval of a proposal submitted by Weatherproofing Technologies, Inc./WTI/Tremco Commercial Line Item Pricing through the County's participation/membership with The Cooperative Purchasing Network (TCPN) contract #R4812 for the provision of labor and materials including, but not limited to, roofing replacement, with 10 year warranty, 10 year service & maintenance agreement with annual inspections and any other accessories as may be needed for the roof replacement to the County-owned building (property) located on Moorefield Rd., aka, the Longoria property with authority to issue a purchase order in the amount of:**

   A. $ 412,000.00 (Base proposal is a new clay or synthetic tile); or,

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

144033

WEATHERPROOFING TECHNOLOGIES, INC.
a subsidiary of Tremco Incorporated

October 21, 2008

County of Hidalgo
2802 So. Business 281
Edinburg, Texas 78539

Project: Roof Replacement Services for
La Mansion in Mission
2401 N. Moorefield Road
Mission, Texas 78572

PROPOSAL #2

Below you will find a brief narrative, outlining our findings and recommendations for the proposed repairs at the County Office Building at La Mansion in Mission.

The scope of work below represents the County's best value for effective repair and fundamentally parallels the requirements discovered during our inspections and prior conversations. The assembly will be installed in accordance with applicable design agencies and/or codes; including the National Roofing Contractors Association (NRCA), Factory Mutual Research Center (FM), Underwriters Laboratories (UL), the International Building Code (IBC) and the Primary Manufacturer's Installation Guidelines Manuals. Acceptance, execution and completion of work will be contingent upon the County of Hidalgo's General Provisions. Please note the following scope of work:

SCOPE OF WORK FOR ROOF REPLACEMENT
(METAL TILE at steep slope roof areas and TPA Single Ply roofing at low slope decks)

The following outline is a listing of anticipated replacement procedures required to properly replace the roof system(s) on the **County Office Building at La Mansion in Mission**. Once replacement procedures are initiated and existing materials are removed it may become necessary to adjust and/or alter these replacement procedures and/or materials to conform to the existing conditions.

Scope of Work for Roof Replacement at Steep-Slope Roof Areas:

1. Remove existing clay tile roofing and wood nailers down to the existing substrate.

2. Repair or replace damaged or deteriorated substrate as required. The condition of existing wood nailers, wood blocking and wood decking cannot be determined until the existing roofing and flashings are removed. Replacement of existing damaged or deteriorated wood blocking or nailers, if

required, will be added to the contract by unit pricing which will be determined prior to issuance of a purchase order.

3. Install one (1) ply of a Self Adhesive, SBS Modified Bitumen Base Sheet Underlayment over the properly prepared substrate. Prime substrate as required.

4. Install a new **Metal Tile** roof system in accordance with the manufacturer's instructions. Provide all trim, flashing, fittings and other appurtenances as required. Color to be selected by Owner.

5. Raise, relocate or re-work existing mechanical equipment, vents, piping, conduits, and other roof top items to remain as required to provide proper flashings of proper height above the finished roof system.

Scope of Work for Roof Replacement at Low-Slope Deck Areas:

1. Properly clean and prepare existing concrete and masonry substrate.

2. Install a White 45 mil Polyester Fleece Backed Tri-Polymer Alloy Thermoplastic Single Ply Roof System fully adhered over the properly prepared substrate.

3. At all equipment curbs and elevation changes, install a base flashing system consisting of White Tri-Polymer Alloy 55 mil Un-reinforced membrane fully adhered with TPA Bonding Adhesive. Parapet walls will be flashed in a similar fashion or clad in metal panels to match the tile roofing system after being properly sealed.

4. Provide pre-fabricated TPA flashing boots, TPA corners, TPA cover strip, and TPA Walkway as required.

5. Install new sheet metal work as required, including but not limited to fascia, counterflashings, pitch pans, scuppers, conductors, gutters, downspouts, flashing and trim. Use TPA Coated Metal at all areas.

6. Raise, relocate or re-work existing mechanical equipment, vents, piping, conduits, roof drains and other roof top items to remain as required to provide proper flashings of proper height above the finished roof membrane. Provide for owner approved certified Mechanical, Electrical and Plumbing contractors to raise, re-locate, disconnect and re-connect services as required.

7. Re-work existing doors as required to allow for proper flashing of the roof system.

8. Provide new skylights as required to match existing.

Roof System Warranty and Service Agreement:
Tremco TremCare® Gold Roof Inspection & Roof Maintenance Service Agreement:

1. Roof Management and Maintenance: The following services will be provided to the building owner on an annual basis, for a period of ten (10) years, utilizing employees under the direct supervision of Weatherproofing Technologies, Inc.

2. Roof Inspection Report: Provide report of roof conditions based upon the annual roof inspections.

3. Storm Reports, Monitoring and Follow-up: Roof inspection at building owner request of roof areas after major storm activity.

4. Annual Roof Top Housekeeping:
   a. Inspect roof membrane, drains, gutters, and scuppers of debris.
   b. Remove, bag and properly dispose of all debris from the roof membrane, drains, gutters and scuppers.

5. Annual Roof Preventative Maintenance to Include the following:
   a. Metal Edge Flashing Components: Tears, splits, and breaks in the membrane flashings will be repaired with appropriate repair mastics and membranes. Open flashing strip-ins will be repaired with appropriate mastics and membranes. Metal edge cleats and clips will be re-secured. Exposed fasteners will be re-sealed.
   b. Parapet Wall and Counterflashing Systems: Tears, splits and breaks in the flashings will be repaired with the appropriate repair mastics and membranes. Breaks, tears and splits in flashing strip-ins will be repaired with appropriate repair mastics and membranes. Coat all exposed reinforcing membranes with approved mastics. Exposed fasteners will be re-sealed. Void in termination bars, counterflashings and parapet caps will be cleaned and re-sealed. Re-secure termination bars and counterflashings. Check and re-secure loose metal coping caps to cleats.
   c. Equipment/Projection Flashing Components: Tears, splits and breaks in the flashings will be repaired with appropriate mastics and membranes. Open or split flashing strip-ins will be repaired with appropriate mastic and membrane. Unsecured roof top equipment will be secured. Exposed fasteners will be tightened and re-sealed. Termination bars and counterflashings will be sealed. All pitch pans will be refilled and topped off. Metal projections (hoods and clamps) will be checked and re-sealed.

d. Roof Membrane Preventative Maintenance and Repair: Tears, splits and breaks in the roof membrane will be repaired with the appropriate repair mastic and membranes. All membrane repairs will follow the Manufacturer's written repair and maintenance guidelines. Dress up reflective coatings on flashings. Coat all exposed reinforcing membranes with approved mastics.

e. Drains, Gutters and Scuppers: Check and re-secure drain bolts and clamping rings. Advise owner of missing drain dome strainers. Check strip-ins around drain leads, coat with approved mastic. Check gutter straps, joints and strip-ins. Check inside and exterior of scuppers for open solder or caulking seals.

6. Leak response responsibilities of the Manufacturer to Building Owner:
   a. In the event that a leak should occur:
      (1) Provide toll free 800 number for Owner to call in leak report. Number will be monitored twenty-four (24) hours a day, 365 days a year.
      (2) Provide a response to Owner on all leak calls within twenty-four (24) of when call is made.
      (3) Provide a repair crew, at the building site, within two (2) business days of the call.
      (4) Provide follow-up inspection to ensure that repairs were made properly.

7. Monitor all leak events and response and provide a written quarterly summary if leaks have occurred. Deliver to Owner at the end of each quarter when leaks have occurred.

Applicable permit fees, if any, are covered under this proposal. All cost estimates have been priced in accordance with the Texas Cooperative Purchasing Network (TCPN) contract number R4812.

Total for roof replacement: **$ 433,862.96**

Should you have any questions regarding this information, please contact us for clarification. Thank you for your consideration and for the opportunity to assist you.

Respectfully,

Ivan Trinidad

Ivan Trinidad
Construction Manager
(216)212-8365

AI-12605 **15.G.3.**

Transfer surplused Hydraulic Jacks to Buildings and Ground
CC REGULAR

Date:	12/09/2008
Submitted By:	Aggie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

A. Requesting approval to transfer two (2) out of the four (4) lifts surplused, for disposal on the November 25, 2008 Commissioner's Court, to Buildings and Grounds:
1. Forward Hydraulic Jack; Serial No. 143C18163; Motor Serial No. 3115
2. Gemini Hydraulic Jack; ID #6RH; Motor Doerr; Serial No. LR22132

B. Requesting approval to declare as "surplus" the following equipment (water softener & tire balancer more accurately described herein) located at and part of the property formerly known as Robert's Chevrolet including authority to transfer same to the requesting department as follows:

Buildings & Grounds:
1. Water Softener System
-(1) Black Plastic Tank
-(1) Hydro System (Gauges & Switches); Motor Product No. 136791; Brand F&W (Pump Motor)
-(1) Small Metal Blue Tank (Back Wash Program); Park International; Part No. RT-948
-(1) Large Blue tank Hydro System, Inc.; Brand Structural (Pentair); Manufacturer No. 0638003
-(1) Small Eclectic Pump; Brand Grun Fos X; Serial No. 100301B; Model: 96515513
2. Tire Balancer (Sun Computer Balancer)
-Serial No. 0489B2440
-Model CWB-1762-326

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** No budgetary imapct

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

BUDGETARY IMPACT:

Transfer of surplued assets

Attachments

Link: B&G Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/05/2008 10:08 AM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 10:30 AM	APRV
3	Dale Kennan	Dale Kennan	12/05/2008 10:54 AM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 04:11 PM	APRV

Form Started By: Aggie Garcia Started On: 12/03/2008 03:34 PM

Final Approval Date: 12/05/2008

Agueda

From: Daniel Flores [daniel.flores@co.hidalgo.tx.us]
Sent: Wednesday, November 26, 2008 4:57 PM
To: 'Agueda'
Subject: RE: Items at Robert's Chevrolet

Agueda, please take this a formal request to transfer two sets of lifts (12,000 and 9,000 lb type) and the water softener to Buildings and Grounds.

From: Agueda [mailto:agueda.garcia@co.hidalgo.tx.us]
Sent: Wednesday, November 26, 2008 4:46 PM
To: daniel.flores@co.hidalgo.tx.us
Cc: 'Martha Salazar'; ramon.vela@co.hidalgo.tx.us; gabriel.navarro@co.hidalgo.tx.us
Subject: Items at Robert's Chevrolet

Daniel,

In regards to the meeting held at the property fka Robert's Chevrolet, please submit in writing the items (lifts, water softener, etc.) you would like transferred to B&G. I will need this so I can place it in the agenda.

If you have any question you can call me at ext. 4873.

Agueda (Aggie) Garcia
Fixed Asset Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg Texas 78539
(956)318-2626 ext 4873
agueda.garcia@co.hidalgo.tx.us

AI-12681 **15.G.4.**

Tremco Wheatherproofing Technology

CC REGULAR

Date:	12/09/2008
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Purchasing only:	Buildings & Grounds

Information

CAPTION

Presentation for discussion, acceptance and approval of a proposal submitted by Weatherproofing Technologies, Inc./WTI/Tremco Commercial Line Item Pricing through the County's participation/membership with The Cooperative Purchasing Network (TCPN) contract #4812. Items 1-6 as follows, in the total amount of $585,554.31:
1. San Juan CRC Building $ 128,085.43
2. Mcallen Health Department $162,488.20
3. Mcallen Tax & Auto License Office $ 111,651.33
4. Elsa Multi-Service Center $ 78,526.58
5. Pct 1 Pl 1 JP & Constables Office $ 42,882.70
6. Pct 1 Administration, Tax & Auto License Office $61,920.07

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-415-00-115-072-0-431

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

BUDGETARY IMPACT:

1. San Juan CRC Building $ 128,085.43
2. Mcallen Health Department $162,488.20
3. Mcallen Tax & Auto License Office $ 111,651.33
4. Elsa Multi-Service Center $ 78,526.58
5. Pct 1 Pl 1 JP & Constables Office $ 42,882.70
6. Pct 1 PL 1 Administration, Tax & Auto License Office $61,920.07

Total cost for items 1-6 is $585,554.31

Funding is to be appropriated from fund balance due to these repairs being related to the hurricane Dolly event (as per Sergio C.)

Attachments

Link: Tremco

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Veronica Lopez	12/05/2008 10:29 AM	APRV
2	Dale Kennan	Dale Kennan	12/05/2008 01:18 PM	APRV
3	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Elena Gomez

Started On: 12/05/2008 09:46 AM

Final Approval Date: 12/05/2008

TREMCO INCORPORATED
WEATHERPROOFING TECHNOLOGIES, INC.
WEATHER EVENT SURVEY AND ASSESSMENT

DATE: November 21, 2008

OWNER: County of Hidalgo
100 E. Cano Street
Edinburg, Texas 78539

WEATHER EVENT: Hurricane Dolly
WEATHER EVENT DATE: July 23, 2008

1. **San Juan CRC, 509 Earling Road, San Juan**

Shingles damaged and blown off by wind storm.
EIFS system damaged by wind storm at south end of south wing.

Findings:
The shingle roof areas have been severely damaged by high winds and/or cyclonic activity.
The exterior insulated finish system at the south end on the south wing has been severely damaged by high winds and/or cyclonic activity.
The low slope portion of the roof exhibits no visible sign of wind damage.

Recommendation:
Replace the existing shingle roof system with:
Option #1 – New Architectural Standing Seam Metal Roofing
Option #2 - New Shingle Roofing System.
Repair/replace EIFS at south end of south wing.
Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated budget cost through WTI/ Tremco Inc. TCPN Contract #4812:
Option #1 (includes EFIS repairs): $ 126,964.94
Option #2 (includes EFIS repairs): $ 128,085.43
(See attached budget proposal)

2. **McAllen Health Department, 300 E. Hackberry, McAllen**

Multiple leaks throughout building.

Findings:
The existing foam and gravel surfaced roofing is deteriorated and failing with cracks, splits tears, blisters and surface erosion. The high winds and cyclonic action associated with the hurricane have accelerated the deterioration of the roof membrane.

Recommendation:
The existing roof system has failed. There are also numerous defects in the perimeter and penetration flashings. Immediate roof replacement is recommended. Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:
Roof Replacement: $162,488.20.
(See attached budget proposal)

3. **McAllen Tax & Auto License Office, 300 E. Hackberry, McAllen**

Multiple leaks throughout building.

Findings:
The existing foam roofing is deteriorated and failing with cracks, splits tears, blisters and surface erosion. The old built-up roofing under the foam roofing is severely deteriorated. The perimeter metal flashing is rusted and failing. The high winds and cyclonic action associated with the hurricane have accelerated the deterioration of the roof membrane.

Recommendation:
The existing roof system has failed. There are also numerous defects in the perimeter and penetration flashings. Based on the observed conditions, I would recommend immediate roof replacement. Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:
Roof Replacement: $111,651.33.
(See attached budget proposal)

4. **Elsa Multi-Service Center, 708 E. Edinburg, Elsa**

Multiple leaks throughout building.

Findings:
The existing standing seam metal panels appear to be in good condition. The flashings at the hips, ridges, valleys, eaves and other connections are poorly installed. Several attempts have been made to repair and/or seal the flashings with caulking and sheet metal. Wind pressures associated with the hurricane may have caused further damage to the deteriorated flashings.

Recommendation:
The multiple convergences of the various roof planes create numerous opportunities for water infiltration as the entire roof system expands and contracts. The flashings at the hips, ridges, valleys eaves and other connections should be repaired or replaced. Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:
Metal Roof Repairs: $ 78,526.58.
(See attached budget proposal)

5. **Pct. 1, Pl.1 JP & Constable Office, 1902 Joe Stephens, Weslaco**

Water damage to offices in Judges areas and Constables area.

Findings:
The existing metal panels appear to be in good condition. The flashings at the rakes, ridges, eaves and other connections are deteriorating. Wind pressures associated with the hurricane may have caused further damage to the deteriorating flashings.

Recommendation:
The flashings at the rakes, ridges, valleys eaves and other connections should be repaired or replaced. Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:
Metal Roof Repairs: $ 42,882.70.
(See attached budget proposal)

6. **Pct. 1, Pl.1 Administration, Tax & Auto License Office, 1902 Joe Stephens, Weslaco**

Water damage to offices in Administration, Tax Office and Auto License Office.

Findings:
The existing metal panels appear to be in good condition. The flashings at the rakes, ridges, eaves and other connections are deteriorating. Wind pressures associated with the hurricane may have caused further damage to the deteriorating flashings.

Recommendation:
The flashings at the rakes, ridges, valleys, eaves and other connections should be repaired or replaced. Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:
Metal Roof Repairs: $ 61,920.07.
(See attached budget proposal)

7. **Head Start, 601 Earling Road, San Juan**

Multiple leaks throughout the building. Shingles and metal flashing damaged and blown off by wind storm.

Findings:
The shingle roof areas have been severely damaged by high winds and/or cyclonic activity.
The metal flashings at the low slope portion of the roof exhibit signs of wind damage where the coping metal was blown off.

Recommendation:
Replace the existing shingle roof system with:
Option #1 – New Architectural Standing Seam Metal Roofing
Option #2 - New Shingle Roofing System.
Replace metal coping and repairs minor damage the low slope roofing.
Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated budget cost through WTI/ Tremco Inc. TCPN Contract #4812:
Option #1 (includes low slope roof repairs) $ 145,808.03
Option #2 (includes low slope roof repairs). $ 138,750.72
(See attached budget proposal)

8. **Hidalgo County Health Department, 1304 S. 15th Street, Edinburg**

Multiple leaks throughout building.

Findings:
The existing single ply roof membrane is in fair condition. The roof insulation under the single ply roof membrane is loose in many areas and obviously un-attached on the upper level roof. This indicates that up-lift pressures during the wind storm lifted and compromised the entire roof system. The high winds and cyclonic action associated with the hurricane have accelerated the deterioration of the roof membrane.

Ph#: (956) 292-7025 Ext. 5406

---Original Message---
From: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Sent 12/4/2008 10:46:16 AM
To: "'Dale O. Kennan'" <dale.kennan@co.hidalgo.tx.us>
Subject: FW: Post hurricane roof repairs

Dale,

Please check with Daniel if these items are being done in-house or outsourced? If in-house, find out how much he needs 'til the end of the year (we are running low on contingency funds). If outsourced, we can appropriate from fund balance under the emergency declaration due to Hurricane Dolly. We can put the appropriation the same week the contract gets awarded or on the following week (with copy of AI to Auditors).

Let me know what the plan is.

Thanks,

Sergio Cruz
Manager, Strategic Planning Section
Department of Budget & Management - Budget Division
2818 South Business Highway 281
Edinburg, TX 78539
(956) 292-7025 phone
(956) 292-7035 fax
sergio.cruz@co.hidalgo.tx.us

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Friday, November 21, 2008 2:22 PM
To: 'Sergio Cruz'
Cc: javier carreon; Gabriel H Garza; rey.salazar@co.hidalgo.tx.us; charlie; Humberto Garza
Subject: RE: Post hurricane roof repairs

Sergio, the break down of funds and priority is as follows:
This is only the first six (6) and it equals to $585,554.58 (These are the areas with the worse damage)
Will forward more info later.

1. San Juan CRC – shingles damaged and blown off, south wing damaged exterior wall. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount need needed is $128,085.43 shingles or $126,964.94 standing seam (metal)

2. McAllen Health Department – Multiple leaks throughout building, roofing deteriorated and failing. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount needed is $162,488.20 for build up roof.

3. McAllen Tax &Auto License Office – Multiple leaks throughout building. / Start date: ASAP, Completions date: 60-90 days after start date. Approx. amount needed is $111,651.33 for build up roof.

4. Elsa Multi-Service Center – Multiple leaks throughout building (flashing at the hips, ridges, valleys, eaves and other connections. / Start date: ASAP, Completion date; 60-90 days after start date. Approx. amount needed is $78,526.58 to replace all flashes.

5. Pct. 1, Pl. 1 JP & Constables Offices – Deteriorated flashings at the rakes, ridges, valleys, eaves and other connections. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount needed is $42,882.70 to replace flashings.

6. Pct. 1, Pl. 1 Administration, Tax & Auto License Office – Deteriorated flashings at the rakes, ridges, valley, eaves and other connections. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount needed is $61,920.07 to replace all flashes.

From: Sergio Cruz [mailto:sergio.cruz@co.hidalgo.tx.us]
Sent: Wednesday, November 19, 2008 2:19 PM
To: daniel.flores@co.hidalgo.tx.us
Cc: Dale O. Kennan; rey.salazar@co.hidalgo.tx.us
Subject: FW: Post hurricane roof repairs

Mr. Flores,

If not already provided to our office, please forward me a breakdown of the funds necessary by site, a brief description of the repairs to be made, and the anticipated start/completion date of the repairs. Also, please indicate the funding priority of each project (1 - #?) in the event DBM is unable to appropriate "all" funds at this time.

Thank you,

Sergio Cruz

From: Dale Kennan [mailto:dale.kennan@co.hidalgo.tx.us]
Sent: Wednesday, November 19, 2008 1:48 PM
To: sergio.cruz@co.hidalgo.tx.us
Subject: Fw: Post hurricane roof repairs

----Original Message----
From: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
Sent 11/14/2008 5:01:57 PM
To: raul.silguero@co.hidalgo.tx.us
Cc: "Dale Kennan" <dale.kennan@co.hidalgo.tx.us>, rey.salazar@co.hidalgo.tx.us
Subject: Post hurricane roof repairs

12/4/2008

AI-12688 **15.G.5.**

Correction of Authority to Purchase

CC REGULAR

Date:	12/09/2008
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, consideration and action (ratification and/or approval) to correct original authority to purchase through TXMAS Contract #3-23V040 (approved by CC on 10-21-08 one tractor, front loader, rotary cutter totaling $18,788.56-req.#141427/PO#6111719) to reflect the purchase of a different tractor, front loader & rotary cutter totaling $16,851.00-req.144664) through the same TXMAS contract with John Deere Company including the cancellation of original purchase order.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-419-40-220-001-0-742

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

BUDGETARY IMPACT:

Attachments

Link: john deere company

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/05/2008 04:39 PM	APRV
2	Budget & Management		12/05/2008 05:03 PM	NEW

Form Started By: Marty Salazar Started On: 12/05/2008 04:12 PM

Final Approval Date: 12/05/2008

#12688

Requisition

Req # 00144664

PO #

Date: 12/04/08

Bill To: x
x

Vendor : 305898
JOHN DEERE COMPANY
2000 JOHN DEERE RUN
CARY NC 27513
FAX (309)749-2313

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No: TX-MAS 3-23V040

Special Instructions:
REQ 1506

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TX-MAS 3-23V040		
		DO NOT DUPLICATE ORDER		
1.00	EACH	5103 TRACTOR 2WD, 13.6-28 4PR RI BIAS,7.50-16 6PR NIGP 020-89	10,774.50	10,774.50
1.00	EACH	512 LOADER, MOUNTING FRAME & PARTS, 185OMM GP BUCKET NIGP 020-61	3,903.75	3,903.75
1.00	EACH	MX6 LIFT-TYPE ROTARY CUTTER NIGP 020-16	2,172.75	2,172.75
		Account No	Encumbrance	
		8-1100-419-40-220-001-0-742	16,851.00	
			Freight	.00
			Total	16,851.00
		ASSET #48721		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

144664

EXAMPLE - PURCHASE ORDER

Village of ABC, 1234 DEERE DR, DEERE NC 27609

Date **5/12/03**

Vendor: Rob - 800-535-2967

John Deere Company, Inc
2000 John Deere Run
Cary NC 27513
919-804-2000

Purchase Order #:

Bill to:
800-240-4672

Ship to:

Qty.	Description	Amount
1	6 r	9
1	A Cab	
1	Tractor	

Total **4375.00**

Delivering Dealer: 585-1618 - Jeff - Dull Motors.
~~Antler Sales & Service~~
~~Deere, NC~~
Weaksmartin Implement Co Inc
Mission, TX

Letter of Intent to Purchase

In the absence of a company purchase order, a letter of intent to purchase containing all of the information indicated above is acceptable. The letter must be on the agency's letterhead.

EXAMPLE - LETTER OF INTENT TO PURCHASE

12 DEERE DRIVE
Deere, NC 27609
(919) 555-5555

Date **5/12/03**

John Deere Company, Inc
2000 John Deere Run
Cary, NC 27513

The Village of ABC intends to purchase a [illegible] contract at the contract price of $[illegible]00.00 with a Curtis Cab for $2975.00. We are trading in a used Gator for $4500.00 for a total purchase order price of $4375.00. Please use Antler Sales & Service John Deere NC as the delivering dealer.

Thank you.

Bob Underwood
Bob Underwood - Treasurer

TEXAS
Vehicular Multiple Award Schedule

Contract #: **TXMAS-3-23V040**
Contract Period: ***01 June 2007 – 31 May 2011***
Eligibility: All state agencies as well as political subdivisions that are members of the Texas Building and Procurement Commission (TBPC), Cooperative Purchasing Program are eligible to purchase off this contract. To determine if an agency is a member of the TBPC, please contact Susan Steele at telephone number 512-463-3368 or visit the web site www.tbpc.state.tx.us/stpurch/coopmemb.html.
Price Pages: Current Price Pages

Price Book Tab	Description	Quantity	Discount from MSRP
A-2	Tractors 38 - 450 PTO HP	1 - 3	25%
A-9	Material Handling (cutters, loaders and telehandlers)	1 - 3	25%

This contract allows for quantity and multi-unit discount.

Quantity	Additional Discount
4-9	2%
10-19	4%
20 +	6%

To qualify for the multi-unit discount, equipment must be on a single purchase order from the agency.

This contract requires that you reference the contract number and NIGP code on the purchase order:

Contract # **TXMAS-3-23V040**

Product Description	**NIGP Codes**
Tractors and Telehandlers	020-89
Cutters, Flail Mowers	020-15
Cutters, all Rotary Cutters	020-16
Loaders	020-61

Quote Worksheet

If you have questions concerning this contract please call: 1-800-358-5010, option 1, option 1.

Last Update: 01 June 2007

USERID: X2D0516 PRICE INFORMATION 03DEC08 10:37:18 PAGE 1

ORDER NUMBER:
SOLD TO ACCT: 040516 MISSION, TX
SHIPPING MODE:

REVIEW PRIOR PRICE: 03DEC08
REQUESTED DELIVERY:
SOLD: NEW ORDER:

ORDER CODE	QTY	DESCRIPTION	WEIGHT	SUGGESTED LIST PRICE
0053LV	1	5103 TRACTOR	0	14,366.00
1002	1	5103 2WD TRACTOR	4475	IN BASE
4040	1	13.6-28 4PR R1 BIAS	0	IN BASE
6220	1	7.50-16 6PR F2 BIAS	0	IN BASE
7001	1	0M 1R SCV	0	IN BASE
		TOTAL	4475	14,366.00

X .75

$ 10,774.50

USERID: X2D0516 PRICE INFORMATION 03DEC08 10:38:56 PAGE 1

ORDER NUMBER: REVIEW PRIOR PRICE: 03DEC08
SOLD TO ACCT: 040516 MISSION, TX REQUESTED DELIVERY:
SHIPPING MODE: SOLD: NEW ORDER:

ORDER CODE	QTY	DESCRIPTION	WEIGHT	SUGGESTED LIST PRICE
2362W	1	512 LOADER	631	4,775.00
1005	1	SL VALVE & PARTS	48	IN BASE
2000	1	MOUNTING FRAME & PARTS	36	163.00
3095	1	LESS BALLAST BOX	0	IN BASE
8425	1	1850MM GP BUCKET	392	110.00
9010	1	HOOD GUARD	50	157.00
		TOTAL	1157	5,205.00

X.75

$3903.75

USERID: X2D0516 PRICE INFORMATION 03DEC08 10:39:42 PAGE 1

ORDER NUMBER:
SOLD TO ACCT: 040516 MISSION, TX
SHIPPING MODE:

REVIEW PRIOR PRICE: 03DEC08
REQUESTED DELIVERY:
SOLD: NEW ORDER:

ORDER CODE	QTY	DESCRIPTION	WEIGHT	SUGGESTED LIST PRICE
2142W	1	MX6 LIFT-TYPE ROTARY CUTTER	944	2,897.00
1611	1	MX6 FNT SFTY SHIELD - CHAIN	47	IN BASE
1711	1	MX6 REAR SFTY SHIELD - CHAIN	62	IN BASE
		TOTAL	1053	2,897.00

x.75

$2172.75

SERVING SINCE 1938

Weaks Martin
IMPLEMENT COMPANY, INC.

JOHN DEERE

DATE 12-5-08

PLEASE DELIVER THE FOLLOWING DOCUMENTS TO:

ATTN: Tanya

COMPANY: Hidalgo County Auditor's Dept

FROM: John R Morris

MESSAGE: Letter for delivery date

TOTAL NUMBER OF PAGES 1 (NOT INCLUDING COVER SHEET)

IF YOU HAVE NOT RECEIVED ALL THE PAGES, PLEASE CALL US AS SOON AS POSSIBLE.

THANK YOU

P.O. BOX 910 MISSION, TEXAS 78573-0015
MISSION (956) 585-1618 • McALLEN (956) 682-2531 • EDINBURG (956) 383-3872
FAX NUMBER: MISSION (956) 585-3252
800-234-1618

SERVING SINCE 1938

Weaks Martin
IMPLEMENT COMPANY, INC.

JOHN DEERE

December 5, 2008

County of Hidalgo
Purchasing Department
Attn: Tanya
Edinburg, TX 78539

Dear Tanya:

The delivery date for the tractor, loader and shredder should be no later than December 29, 2008 for the purchase by the Buildings & Grounds Department. TXMAS purchase orders must be made with John Deere Company as the vendor and Weaks Martin Implement as the delivering dealer. All of the above items are in stock.

Sincerely,

John R Morris
Comptroller

P.O. BOX 910 MISSION, TEXAS 78573-0015
MISSION (956) 585-1618 • McALLEN (956) 682-2531 • EDINBURG (956) 383-3872
FAX NUMBER: MISSION (956) 585-3252
800-234-1618

A 1739 34.M.0.

Tractor

CC REGULAR

Date: 10/21/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Backup in Bo. Pkt attached.

Information

CAPTION

Requesting authority to purchase "One (1) tractor through John Deere/Weaks Martin Implement Co., through the County's participation/membership with TPSS Texas Participation Support Services TXMAS contract #3-23V040 in the amount of $18,788.56 which includes (1) front loader, (1) rotary cutter, through requisition #141427.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100419402200010742
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Tractor

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Matilde Faz	10/15/2008 03:44 PM	CREATED
1	Purchasing Department	Marty Salazar	10/16/2008 02:02 PM	APRV
2	Budget & Management	Veronica Lopez	10/16/2008 02:51 PM	APRV
3	Dale Kennan			NEW
4	Auditor's Office			
5	Court Administrator			

Form Started By: Matilde Faz Started On: 10/15/2008 03:44 PM

Agenda 4/8/21

Requisition

Req # 00141427

PO #

Date: 10/10/08

Regular # 11739 10/21/08

Bill To: x
x

Vendor : 339024
JOHN DEERE LANDSCAPES INC
31691 DEQUINDRE DR
MADISON IL 48071

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No:

Special Instructions:
REQ 1280

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TXMAS 3-23V040		
		DO NOT DUPLICATE ORDER		
1	EACH	TRACTOR SN:PY5203U009470 (NIGP 760.44)	12,944.56	12,944.56
1	EACH	FRONT LOADER (NIGP 760-44)	3,903.75	3,903.75
1	EACH	ROTARY CUTTER (NIGP 760-44)	1,940.25	1,940.25
		Account No	Encumbrance	
		8-1100-419-40-220-001-0-742	18,788.56	
			Freight	.00
			Total	18,788.56
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

48685 86 87

3 asset #'s

Through our participation with Texas Procurement and Support Services

Authorized By: _____

Purchase Order

COUNTY OF HIDALGO

PO#: 611719

DATE: 10/23/08

Needed 10-10-08

VENDOR: 339024 REQ:00141427

Email:

Phone: (956)631-3600

JOHN DEERE LANDSCAPES INC
31691 DEQUINDRE DR
MADISON IL 48071

Vendor Acct:

BUYER:

SHIP TO: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

CONTACT:

SITE: GENERAL GOVERNMENT BUILDINGS

Special Instructions: REQ 1280

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		TXMAS CONTRACT #3-23V040 FROM 06/01//2007-05/31/2011		
1	EACH	TRACTOR SN:PY5203U009470 (NIGP 760.44)	12,944.56	12,944.56
1	EACH	FRONT LOADER (NIGP 760-44)	3,903.75	3,903.75
1	EACH	ROTARY CUTTER (NIGP 760-44)	1,940.25	1,940.25
		ASSET #48721		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		18,788.56
		********** For Hidalgo County use only **********		
		8-1100-419-40-220-001-0-742 18,788.56		
		Approved		

Authorized by: Martha L. Salazar per

AI-12617 **15.H.1.**

BCAP PCT NO 1 - WA #1 - Round III

CC REGULAR

Date: 12/09/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: 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 $290,304.40) with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 for Border Colonia Access Program Round III Projects. C-CAP-08-028-10-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1312-431-00-121-XXX-X-XXX

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

BUDGETARY IMPACT:

Various Round III Colonia projects for Pct# 1. Please refer to attached expense report for funding availability as of 12-5-08.

Attachments

Link: WA #1

Link: expense report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 03:05 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 03:07 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/05/2008 11:46 AM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Laura Moya Started On: 12/03/2008 04:06 PM

Final Approval Date: 12/05/2008

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-028-09-23
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 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 Plans, Specifications and Estiamte (PS&E) and Construction Inspection for round III funded Proposition 2 – Border Colonia Access Program Projects of Hidalgo County Precinct No 1 as identified in *ATTACHMENT* ***"D"***

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 $290,304.40 This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 5, 6, and 7 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.

Exhibit E Con't

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:_____
Commissioner Sylvia Handy

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, INC.

_____
By: Jesse Salinas, Chief Executive Officer

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"

Services to be Provided by Owner

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.
12) Obtain geotechnical data for pavement designs; determine subsurface conditions.
13) Develop pavement designs, including cost data, pavement material properties, and pavement drainage.
14) Provide Right of Way Certification letter

15) Control of Materials & Equipment. The Owner 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.

c. Provide copies of all project construction testing and material reports to Engineer for complying of required final report to TxDOT

ATTACHMENT "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 Third 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, PLANNING AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION SUPPORT

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1) Project/Program Schedule. See Attachment "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 TxDOT 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) Identify preliminary alignments; develop typical sections.

4) Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal.

5) Verify FEMA FIRM zones and requirements.

6) Develop basic preliminary layout of improvement to determine right of way requirements.

Provide Owner assistance at Public Meetings.

Utility

The Engineer shall provide utility data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will provide plan sheets with the incorporated 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 plan 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 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, county and/or city limits, etc.

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. 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 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 and cut/fill quantities.
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 needed 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.

Attachment B Con't

PS&E Supporting Documents

1) Specifications List and general Notes. The Engineer, using TxDOT specification and general notes, will prepare an applicable specifications list and general notes that may be applicable to each PS&E submission.

2) 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.

3) 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.

4) Additional documents. 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 attend 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

1) 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.

2) The Engineer will coordinate and conduct a pre-construction conference.

3) 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.

4) Contractor Payment. The Engineer will take verify quantities (Provided by the Contractor) , 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.

5) The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
   a) Project Engineer. The Engineer will provide a monthly visit 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

1) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

2) 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. Change orders will be considered additional work and paid for per Article 9 "Additional Work".

3) Record Drawings. The Engineer will develop record drawings to depict the work as constructed. Record drawings are to be developed from Contractor's redlined set of drawings indicating record of work as constructed by the Contractor. The Owner will be furnished one (1) set of prints.

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "C"
WORK SCHEDULE

CSJ: 3C1080855

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ash Country																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "C"
WORK SCHEDULE

CSJ: 3C1080063

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Balli Estates																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "C"
WORK SCHEDULE

CSJ: 3C1080148

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Chapa North																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Chapa South																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "C"
WORK SCHEDULE

CSJ: 3C1080185

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Colonia Whalen																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
De Anda Subdivision																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "C"
WORK SCHEDULE

CSJ: 3C1080319

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
High Point Subdivision																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "C"
WORK SCHEDULE

CSJ: 3C1080932

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Indian Hills East																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "C"
WORK SCHEDULE

CSJ: 3C1080387

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
La Mesa Subdivision																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "C"
WORK SCHEDULE

CSJ: 3C1080896

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
McKee Subdivision																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "C"
WORK SCHEDULE

CSJ: 3C1080461

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mid-Valley Estates																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
South Palm Gardens Estates #1																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "C"
WORK SCHEDULE

CSJ: 3C1080688

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
South Palm Garden Estates #2																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Village Grove #2																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Wes-Mer Subdivision																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Delta West Subdivision																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "C"
WORK SCHEDULE

CSJ: 3C1080228

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Diaz Subdivision																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

Fee Breakdown

For and in consideration for 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 Service Fee **$290,304.40**

(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

Colonia	No. St(s)	Name of Street(s)	CSJ	Length (LF)	Survey Fee	Engineer Fee
Ash Country	1	Ceniza Dr.	3C1080855	1,150	$2,370.90	$8,059.11
Balli Estates	7	Cynthia Ave, East Balli Dr., Minnie Ave., North Balli Dr., Sandra Ave., Thelma Ave. & West Balli Dr.	3C1080063	6,055	$9,763.69	$33,196.54
Chapa North	1	North Road	3C1080148	1,300	$1,560.60	$5,306.04
Chapa South	1	South Road	3C1080149	1,300	$1,380.60	$4,694.04
Whalen	1	Church Road	3C1080185	1,180	$2,270.80	$7,720.72
De Anda Subd.	2	Pedro St. & David St.	3C1080215	630	$1,170.40	$3,977.36
High Point Subd.	2	North Lane & South Lane	3C1080319	1,700	$2,205.00	$7,497.00
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	$22,929.75	$77,961.15
La Mesa Subd.	3	Sierra Dr., Montana Dr. & Mesquite Dr.	3C1080387	1,700	$3,820.61	$12,990.08
McKee Subd.	1	Walter Wagers St.	3C1080896	1250	$2,235.70	$7,601.38
Mid-Valley Est.	4	Carol St., Evelyn St., Lucille St. & Alma St.	3C1080461	2,750	$4,273.13	$14,528.63
South Palm Gardens Est. #1	2	Palm Parkway St. & Kalanchoe St.	3C1080687	805	$1,069.13	$3,635.03
South Palm Gardens Est. #2	2	Palm Parkway St. & Jade St.	3C1080688	651	$884.31	$3,006.73
Village Grove #2	1	Clark St.	3C1080790	1,355	$771.61	$2,607.49
Wes-Mer Subd.	1	Jose E. Pulido St.	3C1080804	1,240	$1,631.66	$5,547.65
			Subtotal	**37,286**	**$58,337.89**	**$198,328.95**

Competitive

Colonia	No. St(s)	Name of Street(s)	CSJ	Length (LF)	Survey Fee	Engineer Fee
Delta West Subd.	4	Esperanza St., Portillo St., Cenizo St. & Jeanine St.	3C1080220	4000	$6,469.60	$21,996.59
Diaz Subd.	1	Diaz St.	3C1080228	700	$1,155.39	$4,015.98
			Subtotal	**4700**	**$7,624.99**	**$26,012.57**
			TOTAL	**41,986**	**$65,962.88**	**$224,341.52**

TOTAL BASIC SERVICE FEE **$290,304.40**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
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	21,464.49	.00
8-1312-431-00-121-063-0-334	BALLI ESTATES-ENG & ARCH SRV	.00	42,960.23	.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	13,669.16	.00
8-1312-431-00-121-063-0-734	BALLI ESTATES-SUBDIVISION STREETS	.00	390,547.50	.00	.00	390,547.50	.00
8-1312-431-00-121-063-0-899	BALLI ESTATES-CONTINGENCY	.00	67,970.89	.00	.00	67,970.89	.00
063		**.00**	**536,612.27**	**.00**	**.00**	**536,612.27**	**.00**
8-1312-431-00-121-148-0-312	CHAPA NORTH-INDIRECT COST	.00	2,782.82	.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	6,866.64	.00
8-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	.00	2,184.84	.00	.00	2,184.84	.00
8-1312-431-00-121-148-0-733	CHAPA NORTH-DRAINAGE DITCHES	.00	16,200.00	.00	.00	16,200.00	.00
8-1312-431-00-121-148-0-734	CHAPA NORTH-SUBDIVISION STREETS	.00	46,224.00	.00	.00	46,224.00	.00
8-1312-431-00-121-148-0-899	CHAPA NORTH-CONTINGENCY	.00	11,512.28	.00	.00	11,512.28	.00
148		**.00**	**85,770.58**	**.00**	**.00**	**85,770.58**	**.00**
8-1312-431-00-121-149-0-312	CHAPA SOUTH-INDIRECT COST	.00	2,675.11	.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	6,074.64	.00
8-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	.00	1,932.84	.00	.00	1,932.84	.00
8-1312-431-00-121-149-0-733	CHAPA SOUTH-DRAINAGE DITCHES	.00	9,000.00	.00	.00	9,000.00	.00
8-1312-431-00-121-149-0-734	CHAPA SOUTH-SUBDIVISION STREETS	.00	46,224.00	.00	.00	46,224.00	.00
8-1312-431-00-121-149-0-899	CHAPA SOUTH-CONTINGENCY	.00	9,971.19	.00	.00	9,971.19	.00
149		**.00**	**75,877.78**	**.00**	**.00**	**75,877.78**	**.00**
8-1312-431-00-121-185-0-312	COLONIA WHALEN ROAD-INDIRECT COST	.00	3,921.89	.00	.00	3,921.89	.00
8-1312-431-00-121-185-0-334	COLONIA WHALEN ROAD-ENG & ARCH SRV	.00	9,991.52	.00	.00	9,991.52	.00
8-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PROF SRV	.00	3,179.12	.00	.00	3,179.12	.00
8-1312-431-00-121-185-0-733	COLONIA WHALEN ROAD-DRAINAGE DITCHES	.00	26,756.00	.00	.00	26,756.00	.00
8-1312-431-00-121-185-0-734	COLONIA WHALEN ROAD-SUBDIVISION STREETS	.00	64,076.00	.00	.00	64,076.00	.00
8-1312-431-00-121-185-0-899	COLONIA WHALEN ROAD-CONTINGENCY	.00	16,878.64	.00	.00	16,878.64	.00
185		**.00**	**124,803.17**	**.00**	**.00**	**124,803.17**	**.00**
8-1312-431-00-121-215-0-312	DE ANDA SUBDIVISION-INDIRECT COST	.00	2,069.01	.00	.00	2,069.01	.00
8-1312-431-00-121-215-0-334	DE ANDA SUBDIVISION-ENG & ARCH SRV	.00	5,147.76	.00	.00	5,147.76	.00
8-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	.00	1,638.56	.00	.00	1,638.56	.00
8-1312-431-00-121-215-0-733	DE ANDA SUBDIVISION-DRAINAGE DITCHES	.00	12,600.00	.00	.00	12,600.00	.00
8-1312-431-00-121-215-0-734	DE ANDA SUBDIVISION-SUBDIVISION STREETS	.00	34,216.00	.00	.00	34,216.00	.00
8-1312-431-00-121-215-0-899	DE ANDA SUBDIVISION-CONTINGENCY	.00	8,653.85	.00	.00	8,653.85	.00
215		**.00**	**64,325.18**	**.00**	**.00**	**64,325.18**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-121-220-1-312	DELTA WEST SUBDIVISION-INDIRECT COST	.00	12,558.74	.00	.00	12,558.74	.00
8-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG & ARCH SRV	.00	28,466.19	.00	.00	28,466.19	.00
8-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	.00	9,057.42	.00	.00	9,057.42	.00
8-1312-431-00-121-220-1-733	DELTA WEST SUBDIVISION-DRAINAGE DITCHES	.00	41,600.00	.00	.00	41,600.00	.00
8-1312-431-00-121-220-1-734	DELTA WEST SUBDIVISION-SUBDIVISION STREE	.00	217,183.50	.00	.00	217,183.50	.00
8-1312-431-00-121-220-1-899	DELTA WEST SUBDIVISION-CONTINGENCY	.00	46,702.68	.00	.00	46,702.68	.00
220		**.00**	**355,568.53**	**.00**	**.00**	**355,568.53**	**.00**
8-1312-431-00-121-228-1-312	DIAZ SUBDIVISION-INDIRECT COST	.00	2,223.81	.00	.00	2,223.81	.00
8-1312-431-00-121-228-1-334	DIAZ SUBDIVISION-ENG & ARCH SRV	.00	5,171.37	.00	.00	5,171.37	.00
8-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	.00	1,645.44	.00	.00	1,645.44	.00
8-1312-431-00-121-228-1-733	DIAZ SUBDIVISION-DRAINAGE DITCHES	.00	9,000.00	.00	.00	9,000.00	.00
8-1312-431-00-121-228-1-734	DIAZ SUBDIVISION-SUBDIVISION STREETS	.00	38,012.50	.00	.00	38,012.50	.00
8-1312-431-00-121-228-1-899	DIAZ SUBDIVISION-CONTINGENCY	.00	8,542.06	.00	.00	8,542.06	.00
228		**.00**	**64,595.18**	**.00**	**.00**	**64,595.18**	**.00**
8-1312-431-00-121-319-0-312	HIGH POINT SUBDIVISION-INDIRECT COST	.00	4,847.47	.00	.00	4,847.47	.00
8-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG & ARCH SRV	.00	9,702.00	.00	.00	9,702.00	.00
8-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	.00	3,087.00	.00	.00	3,087.00	.00
8-1312-431-00-121-319-0-734	HIGH POINT SUBDIVISION-SUBDIVISION STREE	.00	88,200.00	.00	.00	88,200.00	.00
8-1312-431-00-121-319-0-899	HIGH POINT SUBDIVISION-CONTINGENCY	.00	15,350.33	.00	.00	15,350.33	.00
319		**.00**	**121,186.80**	**.00**	**.00**	**121,186.80**	**.00**
8-1312-431-00-121-387-0-312	LA MESA SUBDIVISION-INDIRECT COST	.00	5,979.23	.00	.00	5,979.23	.00
8-1312-431-00-121-387-0-334	LA MESA SUBDIVISION-ENG & ARCH SRV	.00	16,810.69	.00	.00	16,810.69	.00
8-1312-431-00-121-387-0-339	LA MESA SUBDIVISION-OTHER PROF SRV	.00	5,348.86	.00	.00	5,348.86	.00
8-1312-431-00-121-387-0-733	LA MESA SUBDIVISION-DRAINAGE DITCHES	.00	60,500.00	.00	.00	60,500.00	.00
8-1312-431-00-121-387-0-734	LA MESA SUBDIVISION-SUBDIVISION STREETS	.00	92,324.50	.00	.00	92,324.50	.00
8-1312-431-00-121-387-0-899	LA MESA SUBDIVISION-CONTINGENCY	.00	29,017.58	.00	.00	29,017.58	.00
387		**.00**	**209,980.86**	**.00**	**.00**	**209,980.86**	**.00**
8-1312-431-00-121-461-0-312	MID-VALLEY ESTATES-INDIRECT COST	.00	8,530.03	.00	.00	8,530.03	.00
8-1312-431-00-121-461-0-334	MID-VALLEY ESTATES-ENG & ARCH SRV	.00	18,801.76	.00	.00	18,801.76	.00
8-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF SRV	.00	5,982.38	.00	.00	5,982.38	.00
8-1312-431-00-121-461-0-733	MID-VALLEY ESTATES-DRAINAGE DITCHES	.00	21,600.00	.00	.00	21,600.00	.00
8-1312-431-00-121-461-0-734	MID-VALLEY ESTATES-SUBDIVISION STREETS	.00	149,324.98	.00	.00	149,324.98	.00
8-1312-431-00-121-461-0-899	MID-VALLEY ESTATES-CONTINGENCY	.00	30,611.80	.00	.00	30,611.80	.00
461		**.00**	**234,850.95**	**.00**	**.00**	**234,850.95**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-121-687-0-312	SO. PALM GARDENS EST.#1-INDIRECT COST	.00	2,350.36	.00	.00	2,350.36	.00
8-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	.00	4,704.16	.00	.00	4,704.16	.00
8-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER PROF SRV	.00	1,496.78	.00	.00	1,496.78	.00
8-1312-431-00-121-687-0-734	SO. PALM GARDENS EST.#1-SUBDIVISION STRE	.00	42,764.98	.00	.00	42,764.98	.00
8-1312-431-00-121-687-0-899	SO. PALM GARDENS EST.#1-CONTINGENCY	.00	7,442.83	.00	.00	7,442.83	.00
687		**.00**	**58,759.11**	**.00**	**.00**	**58,759.11**	**.00**
8-1312-431-00-121-688-0-312	SO. PALM GARDENS EST.#2-INDIRECT COST	.00	1,944.08	.00	.00	1,944.08	.00
8-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	.00	3,891.04	.00	.00	3,891.04	.00
8-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER PROF SRV	.00	1,238.06	.00	.00	1,238.06	.00
8-1312-431-00-121-688-0-734	SO. PALM GARDENS EST.#2-SUBDIVISION STRE	.00	35,373.00	.00	.00	35,373.00	.00
8-1312-431-00-121-688-0-899	SO. PALM GARDENS EST.#2-CONTINGENCY	.00	6,155.82	.00	.00	6,155.82	.00
688		**.00**	**48,602.00**	**.00**	**.00**	**48,602.00**	**.00**
8-1312-431-00-121-790-0-312	VILLAGE GROVE #2-INDIRECT COST	.00	1,696.32	.00	.00	1,696.32	.00
8-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	.00	3,379.10	.00	.00	3,379.10	.00
8-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	.00	1,075.17	.00	.00	1,075.17	.00
8-1312-431-00-121-790-0-734	VILLAGE GROVE #2-SUBDIVISION STREETS	.00	30,919.00	.00	.00	30,919.00	.00
8-1312-431-00-121-790-0-899	VILLAGE GROVE #2-CONTINGENCY	.00	5,338.32	.00	.00	5,338.32	.00
790		**.00**	**42,407.91**	**.00**	**.00**	**42,407.91**	**.00**
8-1312-431-00-121-804-0-312	WES-MER SUBDIVISION-INDIRECT COST	.00	3,155.05	.00	.00	3,155.05	.00
8-1312-431-00-121-804-0-334	WES-MER SUBDIVISION-ENG & ARCH SRV	.00	7,179.31	.00	.00	7,179.31	.00
8-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PROF SRV	.00	2,284.33	.00	.00	2,284.33	.00
8-1312-431-00-121-804-0-733	WES-MER SUBDIVISION-DRAINAGE DITCHES	.00	10,800.00	.00	.00	10,800.00	.00
8-1312-431-00-121-804-0-734	WES-MER SUBDIVISION-SUBDIVISION STREETS	.00	54,466.50	.00	.00	54,466.50	.00
8-1312-431-00-121-804-0-899	WES-MER SUBDIVISION-CONTINGENCY	.00	11,790.98	.00	.00	11,790.98	.00
804		**.00**	**89,676.17**	**.00**	**.00**	**89,676.17**	**.00**
8-1312-431-00-121-855-0-312	ASH COUNTY-INDIRECT COST	.00	3,916.21	.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	10,430.01	.00
8-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	.00	3,319.28	.00	.00	3,319.28	.00
8-1312-431-00-121-855-0-733	ASH COUNTY-DRAINAGE DITCHES	.00	32,400.00	.00	.00	32,400.00	.00
8-1312-431-00-121-855-0-734	ASH COUNTY-SUBDIVISION STREETS	.00	62,438.50	.00	.00	62,438.50	.00
8-1312-431-00-121-855-0-899	ASH COUNTY-CONTINGENCY	.00	17,801.35	.00	.00	17,801.35	.00
855		**.00**	**130,305.35**	**.00**	**.00**	**130,305.35**	**.00**
8-1312-431-00-121-896-0-312	MCKEE #1-INDIRECT COST	.00	3,470.96	.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	9,837.08	

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV						.00
8-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	.00	3,129.98	.00	.00	3,129.98	.00
8-1312-431-00-121-896-0-733	MCKEE #1-DRAINAGE DITCHES	.00	36,100.00	.00	.00	36,100.00	.00
8-1312-431-00-121-896-0-734	MCKEE #1-SUBDIVISION STREETS	.00	53,328.00	.00	.00	53,328.00	.00
8-1312-431-00-121-896-0-899	MCKEE #1-CONTINGENCY	.00	17,008.05	.00	.00	17,008.05	.00
896		**.00**	**122,874.07**	**.00**	**.00**	**122,874.07**	**.00**
8-1312-431-00-121-932-0-312	INDIAN HILLS EAST-INDIRECT COST	.00	50,408.76	.00	.00	50,408.76	.00
8-1312-431-00-121-932-0-334	INDIAN HILLS EAST-ENG & ARCH SRV	.00	100,890.90	.00	.00	100,890.90	.00
8-1312-431-00-121-932-0-339	INDIAN HILLS EAST-OTHER PROF SRV	.00	32,101.65	.00	.00	32,101.65	.00
8-1312-431-00-121-932-0-734	INDIAN HILLS EAST-SUBDIVISION STREETS	.00	917,190.00	.00	.00	917,190.00	.00
8-1312-431-00-121-932-0-899	INDIAN HILLS EAST-CONTINGENCY	.00	159,627.75	.00	.00	159,627.75	.00
932		**.00**	**1,260,219.06**	**.00**	**.00**	**1,260,219.06**	**.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**.00**	**3,626,414.97**	**.00**	**.00**	**3,626,414.97**	**.00**
8 YEAR		**.00**	**3,626,414.97**	**.00**	**.00**	**3,626,414.97**	**.00**

AI-12613 **15.I.1.**

BCAP PCT NO 2 - SUPPLEMENTAL AGREEMENT & WA NO 1
CC REGULAR

Date: 12/09/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of Supplemental Agreement No 1 (an amendment) for Border Colonia Access Program engineering services contract for Precinct No 2 with Dos Logistics, Inc. to reflect an increase from $31,291.02 to $50,716.88 which includes an additional Subdivision;

B. Presentation for consideration, discussion, acceptance and approval of Work Authorization #1 (with a proposed fee of $50,716.88) with DOS Logistics, Inc. to provide engineering services to Hidalgo County Precinct No. 2 for Border Colonia Access Program Round III Projects. C-CAP-08-029B-11-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1312-431-00-122
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

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

For funding availability please the attached 2008 Pct 2-BCAP Expense Report (dated 12/4/08)

Attachments

Link: Supplemental & WA

Link: Pct 2-BCAP Exp Rpt (1312) 12/4/08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 02:59 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 03:05 PM	APRV
3	Dale Kennan	Dale Kennan	12/04/2008 04:49 PM	APRV

4	Auditor's Office	12/05/2008 05:03 PM	NEW
Form Started By: Laura Moya		Started On: 12/03/2008 04:03 PM	
Final Approval Date: 12/05/2008			

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1

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 **Dos Logistics, Inc.** Professional Engineers of, Weslaco, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 12th day of November **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, Exhibit D1 of the **Agreement**, establishes that this Agreement is for the amount of **$31,291.02**; and,

WHEREAS, it has become necessary to amend the Agreement to increase the amount to **$50,715.98** of this Agreement and include **Sundowner Recreational Center Subdivision**.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Exhibit D1 of the **Agreement**, is revised to increase the amount of **$50,715.98 and to include Sundowner Recreational Center Subdivision**.

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:
DOS LOGISTIC, INC.

BY:_____
Eric Ybarra, President

Address for Giving Notices:
212 West Third St
Weslaco, Texas 78596

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-029B-11-12
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, **Dos Logistics, Inc** professional engineers of Weslaco Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide professional engineering services.

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 $50,716.88.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 _6_ 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. 2 Commissioner_____ as to content and detail of this Work Authorization No. # 1.

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:
DOS LOGISTICS, INC.

_____
By: Eric Ybarra, 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 "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 "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	= $50,716.88
Basic Engineering	= 8.5% of the Services Fee
Design Surveys	= 2.5% of the Services Fee

DOS LOGISTIC INC.

EXHIBIT "C"
WORK SCHEDULE

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Esperanza Estates																
Topographic Survey, Coordination & Preliminary Design				■	■											
Detailed Design, Plans & Specifications Preparation & Construction Bid Documents				■	■											
Letting Process					■	■	■									
Construction Phase							■	■	■	■	■	■				

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Miller Subdivision																
Topographic Survey, Coordination & Preliminary Design				■	■											
Detailed Design, Plans & Specifications Preparation & Construction Bid Documents				■	■											
Letting Process					■	■	■									
Construction Phase							■	■	■	■	■	■				

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sundowner's Subdivision																
Topographic Survey, Coordination & Preliminary Design				■	■											
Detailed Design, Plans & Specifications Preparation & Construction Bid Documents				■	■											
Letting Process					■	■	■									
Construction Phase							■	■	■	■	■	■				

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
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-122-154-0-312	CITRIANA VILLAGE SUBD-INDIRECT COSTS	12,795.00	.00	.00	.00	12,795.00	.00
8-1312-431-00-122-154-0-334	CITRIANA VILLAGE SUBD-ENG & ARCH SRV	44,375.45	.00	.00	.00	44,375.45	.00
8-1312-431-00-122-154-0-339	CITRIANA VILLAGE SUBD-OTHER PROF SRVS	14,119.46	.00	.00	.00	14,119.46	.00
8-1312-431-00-122-154-0-733	CITRIANA VILLAGE SUBD-DRAINAGE DITCHES	165,795.00	.00	.00	.00	165,795.00	.00
8-1312-431-00-122-154-0-734	CITRIANA VILLAGE SUBD-SUBD STREETS	237,618.23	.00	.00	.00	237,618.23	.00
8-1312-431-00-122-154-0-899	CITRIANA VILLAGE SUBD-CONTINGENCY	10,966.82	.00	.00	.00	10,966.82	.00
8-1312-431-00-122-262-0-312	ESPERANZA ESTATES SUBD-INDIRECT COSTS	4,603.51	.00	.00	.00	4,603.51	.00
8-1312-431-00-122-262-0-334	ESPERANZA ESTATES SUBD-ENG & ARCH SRVS	18,648.61	.00	.00	.00	18,648.61	.00
8-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER PROF SRVS	5,933.65	.00	.00	.00	5,933.65	.00
8-1312-431-00-122-262-0-733	ESPERANZA ESTATES SUBD-DRAINAGE DITCHES	87,255.00	.00	.00	.00	87,255.00	.00
8-1312-431-00-122-262-0-734	ESPERANZA ESTATES SUBD-SUBD STREETS	82,277.77	.00	.00	.00	82,277.77	.00
8-1312-431-00-122-262-0-899	ESPERANZA ESTATES SUBD-CONTINGENCY	3,624.27	.00	.00	.00	3,624.27	.00
8-1312-431-00-122-413-0-312	LAS MILPAS SUBD-INDIRECT COSTS	4,682.90	.00	.00	.00	4,682.90	.00
8-1312-431-00-122-413-0-334	LAS MILPAS SUBD-ENGINEER & ARCHITECT SRV	17,407.93	17,407.93	.00	.00	.00	100.00
8-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	5,538.89	.00	.00	.00	5,538.89	.00
8-1312-431-00-122-413-0-733	LAS MILPAS SUBD-DRAINAGE DITCHES	72,685.00	.00	.00	.00	72,685.00	.00
8-1312-431-00-122-413-0-734	LAS MILPAS SUBD-SUBDIVISION STREETS	85,568.88	.00	.00	.00	85,568.88	.00
8-1312-431-00-122-413-0-899	LAS MILPAS SUBD-CONTINGENCY	3,873.99	.00	.00	.00	3,873.99	.00
8-1312-431-00-122-454-0-312	MCCOLL ESTATES SUBD-INDIRECT COSTS	4,496.91	.00	.00	.00	4,496.91	.00
8-1312-431-00-122-454-0-334	MCCOLL ESTATES SUBD-ENG & ARCH SERVICES	16,626.81	16,626.81	.00	.00	.00	100.00
8-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	5,290.35	.00	.00	.00	5,290.35	.00
8-1312-431-00-122-454-0-733	MCCOLL ESTATES SUBD-DRAINAGE DITCHES	68,875.00	.00	.00	.00	68,875.00	.00
8-1312-431-00-122-454-0-734	MCCOLL ESTATES SUBD-SUBDIVISION STREETS	82,277.77	.00	.00	.00	82,277.77	.00
8-1312-431-00-122-454-0-899	MCCOLL ESTATES SUBD-CONTINGENCY	3,730.87	.00	.00	.00	3,730.87	.00
8-1312-431-00-122-460-1-312	MESQUITE ACRES SUBD-INDIRECT COSTS	5,028.99	.00	.00	.00	5,028.99	.00
8-1312-431-00-122-460-1-334	MESQUITE ACRES SUBD-ENGINEER & ARCH SRVS	20,675.95	.00	.00	.00	20,675.95	.00
8-1312-431-00-122-460-1-339	MESQUITE ACRES SUBD-OTHER PROF SRVS	6,578.71	.00	.00	.00	6,578.71	.00
8-1312-431-00-122-460-1-733	MESQUITE ACRES SUBD-DRAINAGE DITCHES	98,445.00	.00	.00	.00	98,445.00	.00
8-1312-431-00-122-460-1-734	MESQUITE ACRES SUBD-SUBDIVISION STREETS	89,518.23	.00	.00	.00	89,518.23	.00
8-1312-431-00-122-460-1-899	MESQUITE ACRES SUBD-CONTINGENCY	3,922.83	.00	.00	.00	3,922.83	.00
8-1312-431-00-122-465-1-312	MILLER RESUB LOT A SUBD-INDIRECT COSTS	3,041.51	.00	.00	.00	3,041.51	.00
8-1312-431-00-122-465-1-334	MILLER RESUB LOT A SUBD -ENG & ARCH SRVS	12,643.31	.00	.00	.00	12,643.31	.00
8-1312-431-00-122-465-1-339	MILLER RESUB LOT A SUBD -OTHER PROF SRVS	4,022.87	.00	.00	.00	4,022.87	.00
8-1312-431-00-122-465-1-733	MILLER RESUB LOT A SUBD-DRAINAGE DITCHES	60,965.00	.00	.00	.00	60,965.00	.00
8-1312-431-00-122-465-1-734	MILLER RESUB LOT A SUBD-SUBD STREETS	53,974.23	.00	.00	.00	53,974.23	.00
		2,355.91	.00	.00	.00	2,355.91	

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-122-465-1-899	MILLER RESUB LOT A SUBD-CONTINGENCY						.00
8-1312-431-00-122-596-0-312	RANCHO ESCONDIDO SUBD-INDIRECT COSTS	10,782.08	.00	.00	.00	10,782.08	.00
8-1312-431-00-122-596-0-334	RANCHO ESCONDIDO SUBD-ENG & ARCH SRV	41,627.62	.00	.00	.00	41,627.62	.00
8-1312-431-00-122-596-0-339	RANCHO ESCONDIDO SUBD-OTHER PROF SRVS	13,245.15	.00	.00	.00	13,245.15	.00
8-1312-431-00-122-596-0-733	RANCHO ESCONDIDO SUBD-DRAINAGE DITCHES	183,270.00	.00	.00	.00	183,270.00	.00
8-1312-431-00-122-596-0-734	RANCHO ESCONDIDO SUBD-SUBD STREETS	195,162.89	.00	.00	.00	195,162.89	.00
8-1312-431-00-122-596-0-899	RANCHO ESCONDIDO SUBD-CONTINGENCY	8,734.21	.00	.00	.00	8,734.21	.00
8-1312-431-00-122-890-0-312	LOS ENCINOS #1 SUBD-INDIRECT COSTS	1,800.00	.00	.00	.00	1,800.00	.00
8-1312-431-00-122-890-0-334	LOS ENCINOS #1SUBD-ENGINEER & ARCH SRV	7,829.76	.00	.00	.00	7,829.76	.00
8-1312-431-00-122-890-0-339	LOS ENCINOS #1 SUBD-OTHER PROF SRVS	2,491.29	.00	.00	.00	2,491.29	.00
8-1312-431-00-122-890-0-733	LOS ENCINOS #1 SUBD-DRAINAGE DITCHES	39,585.00	.00	.00	.00	39,585.00	.00
8-1312-431-00-122-890-0-734	LOS ENCINOS #1 SUBD-SUBDIVISION STREETS	31,519.48	.00	.00	.00	31,519.48	.00
8-1312-431-00-122-890-0-899	LOS ENCINOS #1 SUBD-CONTINGENCY	1,359.47	.00	.00	.00	1,359.47	.00
8-1312-431-00-122-891-0-312	LOS ENCINOS #2 SUBD-INDIRECT COSTS	4,539.20	.00	.00	.00	4,539.20	.00
8-1312-431-00-122-891-0-334	LOS ENCINOS #2 SUBD-ENG & ARCH SERVICES	20,175.28	.00	.00	.00	20,175.28	.00
8-1312-431-00-122-891-0-339	LOS ENCINOS #2 SUBD-OTHER PROF SRVS	6,419.41	.00	.00	.00	6,419.41	.00
8-1312-431-00-122-891-0-733	LOS ENCINOS #2 SUBD-DRAINAGE DITCHES	104,425.00	.00	.00	.00	104,425.00	.00
8-1312-431-00-122-891-0-734	LOS ENCINOS #2 SUBD-SUBDIVISION STREETS	78,986.67	.00	.00	.00	78,986.67	.00
8-1312-431-00-122-891-0-899	LOS ENCINOS #2 SUBD-CONTINGENCY	3,359.47	.00	.00	.00	3,359.47	.00
8-1312-431-00-122-900-0-312	MORNINGSIDE SOUTH SUBD-INDIRECT COSTS	8,698.36	.00	.00	.00	8,698.36	.00
8-1312-431-00-122-900-0-334	MORNINGSIDE SOUTH SUBD-ENG & ARCH SRVS	33,142.82	.00	.00	.00	33,142.82	.00
8-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH SUBD-OTHER PROF SRVS	10,545.44	.00	.00	.00	10,545.44	.00
8-1312-431-00-122-900-0-733	MORNINGSIDE SOUTH SUBD-DRAINAGE DITCHES	143,325.00	.00	.00	.00	143,325.00	.00
8-1312-431-00-122-900-0-734	MORNINGSIDE SOUTH SUBD-SUBD STREETS	157,973.34	.00	.00	.00	157,973.34	.00
8-1312-431-00-122-900-0-899	MORNINGSIDE SOUTH SUBD-CONTINGENCY	7,098.97	.00	.00	.00	7,098.97	.00
8-1312-431-00-122-937-0-312	ALDAMAS SUBD 1 & 2-INDIRECT COSTS	11,831.37	.00	.00	.00	11,831.37	.00
8-1312-431-00-122-937-0-334	ALDAMAS SUBD 1 & 2-ENG & ARCH SERVICES	47,521.38	.00	.00	.00	47,521.38	.00
8-1312-431-00-122-937-0-339	ALDAMAS SUBD 1 & 2-OTHER PROF SERVICE	15,120.44	.00	.00	.00	15,120.44	.00
8-1312-431-00-122-937-0-733	ALDAMAS SUBD 1 & 2-DRAINAGE DITCHES	220,065.00	.00	.00	.00	220,065.00	.00
8-1312-431-00-122-937-0-734	ALDAMAS SUBD 1 & 2-SUBDIVISION STREETS	211,947.55	.00	.00	.00	211,947.55	.00
8-1312-431-00-122-937-0-899	ALDAMAS SUBD 1 & 2-CONTINGENCY	9,363.39	.00	.00	.00	9,363.39	.00
8-1312-431-00-122-940-0-312	SUNDOWNERS RTMNT CTR SUBD-INDIRECT COSTS	4,354.83	.00	.00	.00	4,354.83	.00
8-1312-431-00-122-940-0-334	SUNDOWNERS RTMNT CTR SUB-ENG & ARCH SRVS	19,424.96	.00	.00	.00	19,424.96	.00
8-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	6,180.67	.00	.00	.00	6,180.67	.00
8-1312-431-00-122-940-0-733	SUNDOWNERS RTMNT CTR SU-DRAINAGE DITCHES	100,895.00	.00	.00	.00	100,895.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-122-940-0-734	SUNDOWNERS RTMNT CTR SUBD-SUBD STREETS	75,695.55	.00	.00	.00	75,695.55	.00
8-1312-431-00-122-940-0-899	SUNDOWNERS RTMNT CTR SUBD-CONTINGENCY	3,214.73	.00	.00	.00	3,214.73	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**3,261,951.39**	**34,034.74**	**.00**	**.00**	**3,227,916.65**	**1.04**
8 YEAR		**3,261,951.39**	**34,034.74**	**.00**	**.00**	**3,227,916.65**	**1.04**

AI-12636 **15.I.2.**

Request for payment on Invoice# 2611, 2612 R. Gutierrez Engineering Corp.
CC REGULAR

Date:	12/09/2008
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of payment for the following invoice: Invoice No. 2611 in the amount of $10,444.76 (Las Milpas Subdivision), and Invoice 2612 in the amount of $9,976.08 (McColl Estates Subdivision) as submitted by project Engineer R. Gutierrez Engineering, Corporation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1312-431-00-122-454-0-334

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

BUDGETARY IMPACT:

P.O.# 613775 8-1312-431-00-122-454-0-334 has $16,626.81 available as of 12-05-08 McColl Estates Subdivision

FISCAL YEAR: 8 **ACCT. #:** 8-1312-431-00-122-413-0-334

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

BUDGETARY IMPACT:

P.O.# 613775 8-1312-431-00-122-413-0-334 has $17,407.93 available as of 12-05-08 Las Milpas Subdivision

Attachments

Link: R. Gutierrez invoice 2611, & 2612

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	12/04/2008 04:04 PM	APRV
2	Purchasing Department	Marty Salazar	12/04/2008 05:19 PM	APRV
3	Budget & Management	Veronica Lopez	12/05/2008 07:51 AM	APRV
4	Dale Kennan	Dale Kennan	12/05/2008 10:22 AM	APRV
5	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Marcie Jackson Started On: 12/03/2008 04:58 PM

R. Gutierrez Engineering Corporation
130 E. Park
Pharr, TX 78577

AI-12636 P.O. 613775

Invoice Number: 2611
Friday, November 21, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.019a Las Milpas Subdivision

Project Manager: Luis Nava
Professional Services for the Period: 11/04/2008 to 11/21/2008

***Billing Group: 01** Phased Fixed Fee*
Las Milpas Subdivision

Billing Fee: $17,407.93

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Phase	6,963.17	40.00	100.00	6,963.17	0.00	6,963.17
Design Phase	6,963.17	40.00	50.00	3,481.59	0.00	3,481.59
Construction Phase	3,481.59	20.00	0.00	0.00	0.00	0.00
				Total Phases:		***$10,444.76***

Phase Billing Totals: ***$10,444.76***

INVOICE RECEIVED BY: _____ ON 11/26/08
GOODS/SERVICES RECEIVED BY: _____ ON 11/26/08

Billing Group Subtotal: 10,444.76

Project Totals:

****** Total Project Invoice Amount:*** ***$10,444.76***

Billing Summary

	Current	Prior	Total
Professional Services:	$10,444.76	$0.00	$10,444.76
Reimbursable Expenses:	$0.00	$0.00	$0.00
Outside Services:	$0.00	$0.00	$0.00
Other Services and Fees:	$0.00	$0.00	$0.00
Finance Charges:	$0.00	$0.00	$0.00
Taxes:	$0.00	$0.00	$0.00
Totals:	*$10,444.76*	*$0.00*	*$10,444.76*

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaidbalance after 15 days.

R. Gutierrez Engineering Corporation
130 E. Park
Pharr, TX 78577

Invoice Number: 2612
Friday, November 21, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.019b McColl Estates Subdivision

Project Manager: Luis Nava
Professional Services for the Period: 11/04/2008 to 11/21/2008

Billing Group: 01 *Phased Fixed Fee*
McColl Estates Subdivision

Billing Fee: $16,626.81

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Phase	6,650.72	40.00	100.00	6,650.72	0.00	6,650.72
Design Phase	6,650.72	40.00	50.00	3,325.36	0.00	3,325.36
Construction Phase	3,325.37	20.00	0.00	0.00	0.00	0.00
				Total Phases:		***$9,976.08***

INVOICE RECEIVED BY: _____ ON 11/24/08
GOODS/SERVICES RECEIVED BY: _____ ON 11/26/08

Phase Billing Totals: ***$9,976.08***

Billing Group Subtotal: 9,976.08

Project Totals:

*** ***Total Project Invoice Amount:*** ***$9,976.08***

Billing Summary

	Current	Prior	Total
Professional Services:	$9,976.08	$0.00	$9,976.08
Reimbursable Expenses:	$0.00	$0.00	$0.00
Outside Services:	$0.00	$0.00	$0.00
Other Services and Fees:	$0.00	$0.00	$0.00
Finance Charges:	$0.00	$0.00	$0.00
Taxes:	$0.00	$0.00	$0.00
Totals:	*$9,976.08*	*$0.00*	*$9,976.08*

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaidbalance after 15 days.

R. Gutierrez Engineering Corporation
Border Colonia Access Program - Round III
Contract No: C-CAP-08-029A-10-28(WA#1)
PO No: _____

Work Authorization Number 1
Schedule of Values

TWDB ID#	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Prelimary Design Phase 40%	Final Design Phase (%)	Final Design Phase 40%	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Complete	Engineering Fee Available Balance
M1080413	Las Milpas Subdivision	$ 17,407.93	100%	$ 6,963.17	50%	$ 3,481.59	0%	$ -	$ 10,444.76	$ -	$ 10,444.76	60%	$ 6,963.17
M1080454	McColl Estates Subdivision	$ 16,626.81	100%	$ 6,650.72	50%	$ 3,325.36	0%	$ -	$ 9,976.08	$ -	$ 9,976.08	60%	$ 6,650.73
		$ 34,034.74		**$ 13,613.89**		**$ 6,806.95**		**$ -**	**$ 20,420.84**	**$ -**	**$ 20,420.84**		**$ 13,613.90**

Project Completion
Anticipated Completion Date _____
Extension _____
Date Extension was approved in Court _____

Project Engineer
Name (Print) Ramiro Gutierrez
Signature _____
Date 11-25-08

Colonia Access Program Director _____
Date _____

AI-12618 **15.I.3.**

BCAP PCT NO 2 - WA NO 1 & NO 2

CC REGULAR

Date: 12/09/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

A. Presentation for consideration, discussion acceptance and approval of Work Authorization #1 (with a proposed fee of $10,082.50) with Millennium Engineers Group, Inc. to provide Engineering services to Hidalgo County Precinct No. 2 for Border Colonia Access Program Projects. C-CAP-08-023A-09-02;

B. Presentation for consideration, discussion acceptance and approval of Work Authorization #2 (with a proposed fee of $4,114.43) with Millennium Engineers Group, Inc. to provide Engineering services to Hidalgo County Precinct No. 2 for Border Colonia Access Program Projects. C-CAP-08-023A-09-02.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1312-431-00-122-580-1-XXX

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** Various

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

BUDGETARY IMPACT:

For funding availability please see the attached 2008 Pct. 2-BCAP Expense Report (dated 12/4/08)

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-122-740-0-XXX

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

BUDGETARY IMPACT:

Attachments

Link: WA NO 1

Link: WA No 2

Link: Pct 2-BCAP Exp Rpt (1312) 12/4/08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 03:06 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 03:07 PM	APRV
3	Dale Kennan	Dale Kennan	12/04/2008 04:56 PM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Laura Moya

Started On: 12/03/2008 04:08 PM

Final Approval Date: 12/05/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-023a-09-02
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, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Geotechnical Engineering Services and Construction Materials Testing at R.S.W. Unit No. 1 Subdivision.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$10,082.50**
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. 1**

HIDALGO COUNTY

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2008.

THE ENGINEER:

_____

By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____

By: Juan D. Salinas, III,
County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

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" - Cost Proposal

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.

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 "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.

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
11/7/2008	08-242

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

	Project		
Description	Qty	Cost	Total
Atterberg Limits	6	59.00	354.00
Sieve Analysis	1	50.00	50.00
Standard Proctor	3	175.00	525.00
Field Density (Soils)	33	22.00	726.00
Depth/Thickness Determination	22	6.00	132.00
Extraction, Grad. and % Asphalt	2	225.00	450.00
Asphalt Cores	14	55.00	770.00
Asphalt Core Thickness	7	15.00	105.00
Bituminous Mix Theoretical SPG	2	55.00	110.00
Lab Density	2	60.00	120.00
Asphalt Density (In-Place, Nuclear)	10	22.00	220.00
Field Density Asphalt	7	22.00	154.00
Coring Rig	1	75.00	75.00
Stability	2	105.00	210.00
Air Content (Pressure)	8	20.00	160.00
Concrete Specimen (Compression)	32	16.00	512.00
Vehicle Charge	25	35.00	875.00
Engr. Technician	38	40.00	1,520.00
Engr. Technician (Concrete)	25	43.00	1,075.00
Engr. Technician (Asphalt)	11.5	43.00	494.50
Test Report	25	30.00	750.00
Clerical and Administrative	6	40.00	240.00
Project Management & Coordination	7	65.00	455.00

Helping to Build the Rio Grande Valley

Total $10,082.50

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-023a-09-02
Work Authorization Form

WORK AUTHORIZATION NO. 2

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, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Geotechnical Engineering Services and Construction Materials Testing at Tiny Acres Subdivision.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$4,114.43.** 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

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:

_____
By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

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" - Cost Proposal

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

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
11/12/2008	08-244

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project

Description	Qty	Cost	Total
Atterberg Limits	3	59.00	177.00
Sieve Analysis	1	50.00	50.00
Standard Proctor	2	175.00	350.00
Field Density (Soils)	9	22.00	198.00
Depth/Thickness Determination	6	6.00	36.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Asphalt Cores	2	55.00	110.00
Asphalt Core Thickness	2	15.00	30.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Lab Density	1	60.00	60.00
Asphalt Density (In-Place, Nuclear)	3	22.00	66.00
Field Density Asphalt	2	22.00	44.00
Coring Rig	1	75.00	75.00
Stability	1	105.00	105.00
Air Content (Pressure)	1	20.00	20.00
Concrete Specimen (Compression)	4	16.00	64.00
Vehicle Charge	10	35.00	350.00
Engr. Technician	20	40.00	800.00
Engr. Technician (Concrete)	4	43.00	172.00
Engr. Technician (Asphalt)	5	43.00	215.00
Report Preparation & Administration	1	297.43	297.43
Test Report	10	30.00	300.00
Clerical and Administrative	3	40.00	120.00
Project Management & Coordination	3	65.00	195.00

Helping to Build the Rio Grande Valley

Total $4,114.43

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
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-122-154-0-312	CITRIANA VILLAGE SUBD-INDIRECT COSTS	12,795.00	.00	.00	.00	12,795.00	.00
8-1312-431-00-122-154-0-334	CITRIANA VILLAGE SUBD-ENG & ARCH SRV	44,375.45	.00	.00	.00	44,375.45	.00
8-1312-431-00-122-154-0-339	CITRIANA VILLAGE SUBD-OTHER PROF SRVS	14,119.46	.00	.00	.00	14,119.46	.00
8-1312-431-00-122-154-0-733	CITRIANA VILLAGE SUBD-DRAINAGE DITCHES	165,795.00	.00	.00	.00	165,795.00	.00
8-1312-431-00-122-154-0-734	CITRIANA VILLAGE SUBD-SUBD STREETS	237,618.23	.00	.00	.00	237,618.23	.00
8-1312-431-00-122-154-0-899	CITRIANA VILLAGE SUBD-CONTINGENCY	10,966.82	.00	.00	.00	10,966.82	.00
8-1312-431-00-122-262-0-312	ESPERANZA ESTATES SUBD-INDIRECT COSTS	4,603.51	.00	.00	.00	4,603.51	.00
8-1312-431-00-122-262-0-334	ESPERANZA ESTATES SUBD-ENG & ARCH SRVS	18,648.61	.00	.00	.00	18,648.61	.00
8-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER PROF SRVS	5,933.65	.00	.00	.00	5,933.65	.00
8-1312-431-00-122-262-0-733	ESPERANZA ESTATES SUBD-DRAINAGE DITCHES	87,255.00	.00	.00	.00	87,255.00	.00
8-1312-431-00-122-262-0-734	ESPERANZA ESTATES SUBD-SUBD STREETS	82,277.77	.00	.00	.00	82,277.77	.00
8-1312-431-00-122-262-0-899	ESPERANZA ESTATES SUBD-CONTINGENCY	3,624.27	.00	.00	.00	3,624.27	.00
8-1312-431-00-122-413-0-312	LAS MILPAS SUBD-INDIRECT COSTS	4,682.90	.00	.00	.00	4,682.90	.00
8-1312-431-00-122-413-0-334	LAS MILPAS SUBD-ENGINEER & ARCHITECT SRV	17,407.93	17,407.93	.00	.00	.00	100.00
8-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	5,538.89	.00	.00	.00	5,538.89	.00
8-1312-431-00-122-413-0-733	LAS MILPAS SUBD-DRAINAGE DITCHES	72,685.00	.00	.00	.00	72,685.00	.00
8-1312-431-00-122-413-0-734	LAS MILPAS SUBD-SUBDIVISION STREETS	85,568.88	.00	.00	.00	85,568.88	.00
8-1312-431-00-122-413-0-899	LAS MILPAS SUBD-CONTINGENCY	3,873.99	.00	.00	.00	3,873.99	.00
8-1312-431-00-122-454-0-312	MCCOLL ESTATES SUBD-INDIRECT COSTS	4,496.91	.00	.00	.00	4,496.91	.00
8-1312-431-00-122-454-0-334	MCCOLL ESTATES SUBD-ENG & ARCH SERVICES	16,626.81	16,626.81	.00	.00	.00	100.00
8-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	5,290.35	.00	.00	.00	5,290.35	.00
8-1312-431-00-122-454-0-733	MCCOLL ESTATES SUBD-DRAINAGE DITCHES	68,875.00	.00	.00	.00	68,875.00	.00
8-1312-431-00-122-454-0-734	MCCOLL ESTATES SUBD-SUBDIVISION STREETS	82,277.77	.00	.00	.00	82,277.77	.00
8-1312-431-00-122-454-0-899	MCCOLL ESTATES SUBD-CONTINGENCY	3,730.87	.00	.00	.00	3,730.87	.00
8-1312-431-00-122-460-1-312	MESQUITE ACRES SUBD-INDIRECT COSTS	5,028.99	.00	.00	.00	5,028.99	.00
8-1312-431-00-122-460-1-334	MESQUITE ACRES SUBD-ENGINEER & ARCH SRVS	20,675.95	.00	.00	.00	20,675.95	.00
8-1312-431-00-122-460-1-339	MESQUITE ACRES SUBD-OTHER PROF SRVS	6,578.71	.00	.00	.00	6,578.71	.00
8-1312-431-00-122-460-1-733	MESQUITE ACRES SUBD-DRAINAGE DITCHES	98,445.00	.00	.00	.00	98,445.00	.00
8-1312-431-00-122-460-1-734	MESQUITE ACRES SUBD-SUBDIVISION STREETS	89,518.23	.00	.00	.00	89,518.23	.00
8-1312-431-00-122-460-1-899	MESQUITE ACRES SUBD-CONTINGENCY	3,922.83	.00	.00	.00	3,922.83	.00
8-1312-431-00-122-465-1-312	MILLER RESUB LOT A SUBD-INDIRECT COSTS	3,041.51	.00	.00	.00	3,041.51	.00
8-1312-431-00-122-465-1-334	MILLER RESUB LOT A SUBD -ENG & ARCH SRVS	12,643.31	.00	.00	.00	12,643.31	.00
8-1312-431-00-122-465-1-339	MILLER RESUB LOT A SUBD -OTHER PROF SRVS	4,022.87	.00	.00	.00	4,022.87	.00
8-1312-431-00-122-465-1-733	MILLER RESUB LOT A SUBD-DRAINAGE DITCHES	60,965.00	.00	.00	.00	60,965.00	.00
8-1312-431-00-122-465-1-734	MILLER RESUB LOT A SUBD-SUBD STREETS	53,974.23	.00	.00	.00	53,974.23	.00
		2,355.91	.00	.00	.00	2,355.91	

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-122-465-1-899	MILLER RESUB LOT A SUBD-CONTINGENCY						.00
8-1312-431-00-122-596-0-312	RANCHO ESCONDIDO SUBD-INDIRECT COSTS	10,782.08	.00	.00	.00	10,782.08	.00
8-1312-431-00-122-596-0-334	RANCHO ESCONDIDO SUBD-ENG & ARCH SRV	41,627.62	.00	.00	.00	41,627.62	.00
8-1312-431-00-122-596-0-339	RANCHO ESCONDIDO SUBD-OTHER PROF SRVS	13,245.15	.00	.00	.00	13,245.15	.00
8-1312-431-00-122-596-0-733	RANCHO ESCONDIDO SUBD-DRAINAGE DITCHES	183,270.00	.00	.00	.00	183,270.00	.00
8-1312-431-00-122-596-0-734	RANCHO ESCONDIDO SUBD-SUBD STREETS	195,162.89	.00	.00	.00	195,162.89	.00
8-1312-431-00-122-596-0-899	RANCHO ESCONDIDO SUBD-CONTINGENCY	8,734.21	.00	.00	.00	8,734.21	.00
8-1312-431-00-122-890-0-312	LOS ENCINOS #1 SUBD-INDIRECT COSTS	1,800.00	.00	.00	.00	1,800.00	.00
8-1312-431-00-122-890-0-334	LOS ENCINOS #1SUBD-ENGINEER & ARCH SRV	7,829.76	.00	.00	.00	7,829.76	.00
8-1312-431-00-122-890-0-339	LOS ENCINOS #1 SUBD-OTHER PROF SRVS	2,491.29	.00	.00	.00	2,491.29	.00
8-1312-431-00-122-890-0-733	LOS ENCINOS #1 SUBD-DRAINAGE DITCHES	39,585.00	.00	.00	.00	39,585.00	.00
8-1312-431-00-122-890-0-734	LOS ENCINOS #1 SUBD-SUBDIVISION STREETS	31,519.48	.00	.00	.00	31,519.48	.00
8-1312-431-00-122-890-0-899	LOS ENCINOS #1 SUBD-CONTINGENCY	1,359.47	.00	.00	.00	1,359.47	.00
8-1312-431-00-122-891-0-312	LOS ENCINOS #2 SUBD-INDIRECT COSTS	4,539.20	.00	.00	.00	4,539.20	.00
8-1312-431-00-122-891-0-334	LOS ENCINOS #2 SUBD-ENG & ARCH SERVICES	20,175.28	.00	.00	.00	20,175.28	.00
8-1312-431-00-122-891-0-339	LOS ENCINOS #2 SUBD-OTHER PROF SRVS	6,419.41	.00	.00	.00	6,419.41	.00
8-1312-431-00-122-891-0-733	LOS ENCINOS #2 SUBD-DRAINAGE DITCHES	104,425.00	.00	.00	.00	104,425.00	.00
8-1312-431-00-122-891-0-734	LOS ENCINOS #2 SUBD-SUBDIVISION STREETS	78,986.67	.00	.00	.00	78,986.67	.00
8-1312-431-00-122-891-0-899	LOS ENCINOS #2 SUBD-CONTINGENCY	3,359.47	.00	.00	.00	3,359.47	.00
8-1312-431-00-122-900-0-312	MORNINGSIDE SOUTH SUBD-INDIRECT COSTS	8,698.36	.00	.00	.00	8,698.36	.00
8-1312-431-00-122-900-0-334	MORNINGSIDE SOUTH SUBD-ENG & ARCH SRVS	33,142.82	.00	.00	.00	33,142.82	.00
8-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH SUBD-OTHER PROF SRVS	10,545.44	.00	.00	.00	10,545.44	.00
8-1312-431-00-122-900-0-733	MORNINGSIDE SOUTH SUBD-DRAINAGE DITCHES	143,325.00	.00	.00	.00	143,325.00	.00
8-1312-431-00-122-900-0-734	MORNINGSIDE SOUTH SUBD-SUBD STREETS	157,973.34	.00	.00	.00	157,973.34	.00
8-1312-431-00-122-900-0-899	MORNINGSIDE SOUTH SUBD-CONTINGENCY	7,098.97	.00	.00	.00	7,098.97	.00
8-1312-431-00-122-937-0-312	ALDAMAS SUBD 1 & 2-INDIRECT COSTS	11,831.37	.00	.00	.00	11,831.37	.00
8-1312-431-00-122-937-0-334	ALDAMAS SUBD 1 & 2-ENG & ARCH SERVICES	47,521.38	.00	.00	.00	47,521.38	.00
8-1312-431-00-122-937-0-339	ALDAMAS SUBD 1 & 2-OTHER PROF SERVICE	15,120.44	.00	.00	.00	15,120.44	.00
8-1312-431-00-122-937-0-733	ALDAMAS SUBD 1 & 2-DRAINAGE DITCHES	220,065.00	.00	.00	.00	220,065.00	.00
8-1312-431-00-122-937-0-734	ALDAMAS SUBD 1 & 2-SUBDIVISION STREETS	211,947.55	.00	.00	.00	211,947.55	.00
8-1312-431-00-122-937-0-899	ALDAMAS SUBD 1 & 2-CONTINGENCY	9,363.39	.00	.00	.00	9,363.39	.00
8-1312-431-00-122-940-0-312	SUNDOWNERS RTMNT CTR SUBD-INDIRECT COSTS	4,354.83	.00	.00	.00	4,354.83	.00
8-1312-431-00-122-940-0-334	SUNDOWNERS RTMNT CTR SUB-ENG & ARCH SRVS	19,424.96	.00	.00	.00	19,424.96	.00
8-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	6,180.67	.00	.00	.00	6,180.67	.00
8-1312-431-00-122-940-0-733	SUNDOWNERS RTMNT CTR SU-DRAINAGE DITCHES	100,895.00	.00	.00	.00	100,895.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-122-940-0-734	SUNDOWNERS RTMNT CTR SUBD-SUBD STREETS	75,695.55	.00	.00	.00	75,695.55	.00
8-1312-431-00-122-940-0-899	SUNDOWNERS RTMNT CTR SUBD-CONTINGENCY	3,214.73	.00	.00	.00	3,214.73	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**3,261,951.39**	**34,034.74**	**.00**	**.00**	**3,227,916.65**	**1.04**
8 YEAR		**3,261,951.39**	**34,034.74**	**.00**	**.00**	**3,227,916.65**	**1.04**

AI-12544 **15.J.1.**

Application for Payment No 1 Villa Capri Subdivision Pct. 3
CC REGULAR

Date:	12/09/2008
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Application for Payment No. 1 in the amount of $40,077.90 from Valley Paving, Inc. contracted vendor for Villa Capri Subdivision submitted by project engineer Hinojosa Engineering, Inc. C-CAP-08-008-04-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1311-431-00-123-784-1-733/734

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

BUDGETARY IMPACT:

P.O.# 605351

FISCAL YEAR: 8 **ACCT. #:** 8-1203-431-00-123-005-0-734

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

BUDGETARY IMPACT:

P.O.# 605351

Attachments

Link: Application for Payment No 1 Villa Capri Subd.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	12/04/2008 04:04 PM	APRV
2	Purchasing Department	Marty Salazar	12/04/2008 05:08 PM	APRV
3	Budget & Management	Veronica Lopez	12/05/2008 07:44 AM	APRV
4	Erika Reyna	Erika Reyna	12/05/2008 08:38 AM	APRV
5	Auditor's Office	Becky Morales	12/05/2008 03:44 PM	APRV

Form Started By: Marcie Jackson Started On: 11/26/2008 11:32 AM

Final Approval Date: 12/05/2008

12/09/08

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)
From: Valley Paving, Inc. (CONTRACTOR)
Contract: CAP-08-008-~~03-26~~ 04-22 LRM
Project: Road and Drainage Construction of Villa Capri Subdivision
OWNER's Contract No. CAP-08-008-~~03-06~~ 04-22 ENGINEER's Project No. 06-167
For Work accomplished through the date of: 11/17/2008

1.	Original Contract Price:		$ 98,217.37
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 2,437.50
3.	Current Contract Price (1 plus 2):		$ 100,654.87
4.	Total completed and stored to date:		$ 44,531.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 4,453.10	
	0% of stored material:	$ -	
	Total Retainage:		$ 4,453.10
6.	Total completed and stored to date less retainage (4 minus 5):		$ 40,077.90
7.	Less previous Application for Payments: P.O. 605351		$ -
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 40,077.90**

Accompanying Documentation: 8·1311·431·00·123·784·1·733 - $3,431.00 - (343.10) = $3087.90
8·1311·431·00·123·784·1·734 - $41,100.01 - (4,110.00) = $36,990.01
8·1203·431·00·123·005·0·734 $40,077.91

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 11/19/08

Valley Paving Inc.
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 19th day of November, 2008

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Rosalinda Trevino
Notary Public
My Commission expires: 02-23-11

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11-20-08

HINOJOSA ENGINEERING INC
ENGINEER

By: _____

Engineer: Hinojosa Engineering, Inc.
Contractor: Valley Paving Inc.
Retainage Percent: 10%
Starting Date:

Summary

Contract No.	Description	Original Schedule Value	Revised Schedule Value	Application No.1	Application No.2	Application No.3	Total to Date	Balance to Finish	Retainage	Net	Payments to Date	Payment Due
AP 08-008-08-28 LF 04-22	Villa Capri Subdivision	$98,217.37	$100,654.87	$44,531.00	$0.00	$0.00	$44,531.00	$56,123.87	$4,453.10	$40,077.90	$0.00	$40,077.90
	TOTALS:						$44,531.00	$56,123.87	$4,453.10	$40,077.90	$0.00	$40,077.90

Estimate Quantity Update Worksheet
Villa Capri Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-008-03-2622
Contractor: Valley Paving

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1 Monthly Quantity	RFP 1 Quantity to Date	RFP 1 Item Cost (Monthly)
Roadway								
100	Preparing ROW	10.63	STA	$855.00	$9,088.65	10.63	10.63	$9,088.65
110	Excavation	1445	CY	$4.20	$6,069.00	1445	1445	$6,069.00
247	Flex Base	735	CY	$21.45	$15,765.75	367.5	367.5	$7,882.88
251	Reworking Base Material (DC)(TY D CL2)	735	CY	$5.80	$4,263.00	315	315	$1,827.00
262	Lime Treated Base (6")	2835	SY	$1.50	$4,252.50	1417.5	1417.5	$2,126.25
262	Lime for Base (Ty A or B)	15.73	TON	$127.86	$2,011.24	7.86	7.86	$1,004.98
310	Prime Coat (MC-30)	570	GAL	$3.95	$2,251.50	0	0	$0.00
340	Asphalt Concrete Pavment Type "D"	242.36	TON	$66.05	$16,007.88	0	0	$0.00
502	Barricades, Signs & Traffic Handling	1.5	MO	$1,500.00	$2,250.00	1.5	1.5	$2,250.00
506	Construction Exits (TY 2) (Install)	145	SY	$40.00	$5,800.00	72	72	$2,880.00
506	Construction Exits (TY 2) (Remove)	145	SY	$20.00	$2,900.00	72	72	$1,440.00
529	Concrete Curb and Gutter	0	LF	$5.25	$0.00	1145	1145	$6,011.25
5249	Temp Sediment Control Fence	260	LF	$4.00	$1,040.00	130	130	$520.00
5249	Temp Sediment Control Fence (Remove)	260	LF	$1.50	$390.00	0	0	$0.00
530	Turnouts (Asph-Conc-Pav)	145	SY	$11.20	$1,624.00	0	0	$0.00
644	Small Road Sign Assm (Ty A)	2	EA	$500.00	$1,000.00	0	0	$0.00
Drainage								
464	RCP (CL III) (15")	345	LF	$15.50	$5,347.50	0	0	$0.00
464	RCP (CL III) (18")	108	LF	$17.50	$1,890.00	0	0	$0.00
467	Safety End Treatment	4	EA	$600.00	$2,400.00	0	0	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	73	SY	$11.20	$817.60	0	0	$0.00
530	Driveways (Ty PRB-1) (Concrete)	357.5	SY	$36.50	$13,048.75	94	94	$3,431.00
				TOTAL	$98,217.37		**Totals:**	$44,531.00

Roadway: $41,100.00
Drainage: $3,431.00

Totals to Date:
Roadway: $41,100.00
Drainage: $3,431.00
Total: $44,531.00

Prepared and Checked by: Signature: _____ Date: 11-20-08
Printed Name: Ricardo Hinojosa, P.E.

Tabulation of Change Order No.1
Villa Capri Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-008-03-26 22
Contractor: Valley Paving

		Original Bid				Change Order No.1			(+)increase/
Item No.	Description	Quantity	Unit	Unit Price	Total	Quantity	Unit Price	Total	(-)decrease
Roadway									
100	Preparing ROW	10.63	STA	$855.00	$9,088.65	10.63	$855.00	$9,088.65	$0.00
110	Excavation	1445	CY	$4.20	$6,069.00	1445	$4.20	$6,069.00	$0.00
247	Flex Base	735	CY	$21.45	$15,765.75	735	$21.45	$15,765.75	$0.00
251	Reworking Base Material (DC)(TY D CL2)	735	CY	$5.80	$4,263.00	735	$5.80	$4,263.00	$0.00
262	Lime Treated Base (6")	2835	SY	$1.50	$4,252.50	2835	$1.50	$4,252.50	$0.00
262	Lime for Base (Ty A or B)	15.73	TON	$127.86	$2,011.24	15.73	$127.86	$2,011.24	$0.00
310	Prime Coat (MC-30)	570	GAL	$3.95	$2,251.50	570	$3.95	$2,251.50	$0.00
340	Asphalt Concrete Pavment Type "D"	242.36	TON	$66.05	$16,007.88	242.36	$66.05	$16,007.88	$0.00
502	Barricades, Signs & Traffic Handling	1.5	MO	$1,500.00	$2,250.00	1.5	$1,500.00	$2,250.00	$0.00
506	Construction Exits (TY 2) (Install)	145	SY	$40.00	$5,800.00	145	$40.00	$5,800.00	$0.00
506	Construction Exits (TY 2) (Remove)	145	SY	$20.00	$2,900.00	145	$20.00	$2,900.00	$0.00
5249	Temp Sediment Control Fence	260	LF	$4.00	$1,040.00	260	$4.00	$1,040.00	$0.00
5249	Temp Sediment Control Fence (Remove)	260	LF	$1.50	$390.00	260	$1.50	$390.00	$0.00
529	**Concrete Curb and Gutter**	**0**	**LF**	**$5.25**	**$0.00**	**2300**	**$5.25**	**$12,075.00**	**$12,075.00**
530	Turnouts (Asph-Conc-Pav)	145	SY	$11.20	$1,624.00	145	$11.20	$1,624.00	$0.00
644	Small Road Sign Assm (Ty A)	2	EA	$500.00	$1,000.00	2	$500.00	$1,000.00	$0.00
Drainage									
464	**RCP (CL III) (15")**	**345**	**LF**	**$15.50**	**$5,347.50**	**0**	**$15.50**	**$0.00**	**-$5,347.50**
464	**RCP (CL III) (18")**	**108**	**LF**	**$17.50**	**$1,890.00**	**0**	**$17.50**	**$0.00**	**-$1,890.00**
467	**Safety End Treatment**	**4**	**EA**	**$600.00**	**$2,400.00**	**0**	**$600.00**	**$0.00**	**-$2,400.00**
530	Driveways (Ty PRB-1) (ACP) (1")	73	SY	$11.20	$817.60	73	$11.20	$817.60	$0.00
530	Driveways (Ty PRB-1) (Concrete)	357.5	SY	$36.50	$13,048.75	357.5	$36.50	$13,048.75	$0.00
									$2,437.50
				Roadway:	$74,713.52		Roadway:	$86,788.52	
				Drainage:	$23,503.85		Drainage:	$13,866.35	
				TOTAL:	$98,217.37		**TOTAL:**	$100,654.87	

Progress Estimate

Project: Hidalgo County Pct. No. 3
Villa Capri Subdivision

Project No.: CAP-08-008-~~03-26~~ 04 22-LRM Estimate No.1
For Period from 10/08/08 to 11/17/08

Notice to Proceed Date: 05/12/08
Contract Completion Date: _____
Approved Time Extensions: _____
Revised Contract Completion Date: 12/30/08

Contract Date: 04/22/08
Original Contract Amount: $ 98,217.37
Revised Contract Amount: $ 100,654.87

TOTAL AMOUNT WORK DONE TO DATE: $ 44,530.99

Less Amount Due Retained: (4,453.10)
Less Previous Payments: (-0-)

AMOUNT DUE TO CONTRACTOR: $ 40,077.89

Owner: Hidalgo County Pct. No. 3

Contractor: Valley Paving, Inc.

CERTIFICATE OF THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge, I certify that all times, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance to the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, including all changes authorized thereto; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE CONTRACTOR" has been received.

I further certify that all just and lawful bills against the below named Contractor, for labor, material and Expandable equipment employed in the performance of said contract have been paid in full accordance with the Contract requirements.

DATE: 11/17/08 BY: _____ TITLE: President

CERTIFICATE OF ENGINEER'S REPRESENTATIVE

I certify that a qualified project representative was present on the project on a continual basis to observe Construction and that all materials and work included in this statement have been performed in general accordance with the construction plans and specifications and authorized changes thereto. I further certify that I have verified this estimate and that, to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the Contractor, that the amount due him is correct and just.

PROJECT MANAGER: _____ DATE: 11-20-08

OWNER'S ACCEPTANCE: _____ DATE: _____

VALLEY PAVING INC.
321 E. 2 MILE LINE
MISSION, TX. 78574

PHONE (956) 585-5908
PHONE (956) 581-1370
FAX (956) 584-0057

TO: HIDALGO CO. PCT.3
C/O HINOJOSA ENGINEERING
108 W. 18TH. ST.
MISSION, TX. 78572

PAYMENT REQUEST #1

DATE: 11/17/2008

PROJECT: HIDALGO COUNTY PCT.3-VILLA CAPRI (ROADWAY CONSTRUCTION)

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	CONTRACT TOTAL	COMP. TO DATE	TOTAL AMOUNT
100	PREPARING ROW	10.63	STA.	$ 855.00	$ 9,088.65	10.63	$ 9,088.65
110	EXCAVATION	1445	CY	$ 4.20	$ 6,069.00	1445	$ 6,069.00
247	FLEXIBLE BASE	735	CY	$ 21.45	$ 15,765.75	367.5	$ 7,882.87
251	REWORKING BASE MATERIAL (DC) (TY D CL2	735	CY	$ 5.80	$ 4,263.00	315	$ 1,827.00
262	LIME TREATMENT FOR BASE (6")	2835	SY	$ 1.50	$ 4,252.50	1417.5	$ 2,126.25
262	LIME FOR BASE (TY A OR B)	15.73	TON	$ 127.86	$ 2,011.24	7.86	$ 1,004.97
310	PRIME COAT (MC-30)	570	GAL	$ 3.95	$ 2,251.50	0	$ -
340	ASPHALT CONCRETE PAVEMENT TYPE "D"	242.36	TON	$ 66.05	$ 16,007.88	0	$ -
502	BARRICADES SIGNS & TRAFFIC HANDLING	1.5	MO	$ 1,500.00	$ 2,250.00	1.5	$ 2,250.00
506	CONSTRUCTION EXITS (TY2) (INSTALL)	145	SY	$ 40.00	$ 5,800.00	72	$ 2,880.00
506	CONSTRUCTION EXITS (TY2) (REMOVE)	145	SY	$ 20.00	$ 2,900.00	72	$ 1,440.00
5249	TEMP SEDIMENT CONTROL FENCE (INSTALL)	260	LF	$ 4.00	$ 1,040.00	130	$ 520.00
5249	TEMP SEDIMENT CONTROL FENCE (REMOVE	260	LF	$ 1.50	$ 390.00	0	$ -
529	**CONCRETE CURB & GUTTER**	**0**	**LF.**	**$ 5.25**	**$ -**	**1145**	**$ 6,011.25**
530	TURN-OUTS (ASPH CONC-PAV)	145	SY	$ 11.20	$ 1,624.00	0	$ -
644	SMALL ROAD SIGN (TY A)	2	EA	$ 500.00	$ 1,000.00	0	$ -
464	RCP (CL III) (15")	345	LF	$ 15.50	$ 5,347.50	0	$ -
464	RCP (CL III) (18")	108	LF	$ 17.50	$ 1,890.00	0	$ -
467	SAFETY END TREATMENT	4	EA	$ 600.00	$ 2,400.00	0	$ -
530	DRIVEWAYS (TY PRB-1) (ACP) (1")	73	SY	$ 11.20	$ 817.60	0	$ -
530	DRIVEWAYS (TY PRB-1) (CONCRETE)	357.5	SY	$ 36.50	$ 13,048.75	94	$ 3,431.00
	TOTAL CONTRACT AMOUNT				**$ 98,217.37**		
	TOTAL AMOUNT DUE & COMPLETED TO DATE						**$ 44,530.99**

CHANGE ORDER

NO. 1

PROJECT: Villa Capri Subdivision

DATE OF ISSUANCE: 7/30/2008

OWNER: Hidalgo County Precinct No.3
ADDRESS: 301 East State Street
Pharr, Tx 78577

OWNER'S PROJECT NO.: CAP-08-008-~~03-26~~-LRM
04-22

CONTRACTOR: Valley Paving, Inc.
ADDRESS: 321 E. 2 Mile Line
Mission, TX 78572

ENGINEER: Hinojosa Engineering, Inc

CONTRACT FOR: $98,217.37

ENGINEER'S PROJECT NO.: 06-167

You are hereby directed to make the following changes in the Contract Documents.

Description: Curb and Gutter added to Roads

Purpose: Final Quantitative Adjustments.

Attachments: 1. Tabulation of items to be reconciled.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: $98,217.37	**Original Contract Time:** 90 working days days
Previous Change Order No.s: 0 $0.00	**Change from Previous Change Orders** 0 working days days
Contract Price prior to this Change Order $98,217.37	**Contract Time prior to this Change Order** 0 working days days
Net Increase of this Change Order $2,437.50	**Net Increase of this Change Order** 0 working days days
Contract Price with all approved Change Orders $100,654.87	**Contract Time with all approved Change Orders** 90 working days days

APPROVED:

8/26/08
Owner **Date**
Hidalgo County Judge

APPROVED:

7/30/08
Contractor **Date**
Valley Paving, Inc.

RECOMMENDED:

7-31-08
Engineer **Date**
Hinojosa Engineering, Inc.

INVOICE RECEIVED BY:
ON 7/31/08

GOODS/SERVICES RECEIVED BY:
ON 7/30/08

CONTRACT CHANGE ORDER No.1

Contract No. CAP-08-008-03-26-LRM 04-22 Date: July 30, 2008
Change Order No. 1 Project: Villa Capri Subdivision
To: Valley Paving, Inc.. Location: Hidalgo County, TX

You are hereby requested to comply with the following changes from the contract plans and/or specifications:

Item No.	Description of Changes	Decrease in Contract	Increase in Contract
464	RCP CL III (15")	$5,347.50	
464	RCP CL III (18")	$1,890.00	
467	Safety End Treatment	$2,400.00	
529	Concrete Curb and Gutter		$12,075.00
	Total Decrease	$9,637.50	
	Total Increase		$ 00,000.00
	Net Increase in Contract Price		$ 2,437.50

The sum of **$ 2,437.50** is hereby added to the total contract price of **$ 98,217.37**, and the total adjusted contract price to date is **$ 100,654.87**. The time for completion of the contract is 90 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by: _____ Date: 7/30/08
Valley Paving, Inc.

Recommended by: _____ Date: 7-31-08
Hinojosa Engineering, Inc.

Approved by: _____ Date:
Hidalgo County Judge

Note: Please refer to page 3 for description of changes in quantities and unit prices.

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 1 04-22 CONTRACTOR Valley Paving, Inc.

PROJECT NO. CAP-08-008-03-26-LRM COUNTY HIDALGO DATE WORK BEGAN 10/13/08

TIME COMPUTED FROM 7:00 AM DATE WORK COMPLETED

MONTH 2008	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
October	13	1	8 Hrs.	Royal Dr. & King Dr. - Put up Traffic Control & Relocate mailboxes
	14	1	8	Royal Dr. & King Dr. - Start to Sawcut existing concrete Drives
	15	1	8	Royal Dr. & King Dr. - Continued to Sawcut & Demolish Drives
	16	1	8	Rained out - Too wet
	17	1	8	Royal Dr. & King Dr. Clear Right-of-Ways To demolish Drives
	20	1	8	Royal Dr. - Demolish Street To cut subgrade
	21	1	8	Continued to Demolish street To cut Subgrade
	22	1	8	King Dr. - Continued to Demolish Street to Cut Subgrade
	23	1	8	- Air out Subgrade
	24	1/2	5 Hrs	- Cut Subgrade to air out
	27	1	8	- Cut Subgrade to air out
	28	1	8	- Dumping Lime Material
	29	1	8	- Mix Lime Subgrade
	30	1	8	- Cut Subgrade
	31			No Work
November	3	1	8	Royal Dr. - Air out Subgrade
	4	1	8	Royal Dr. air out Subgrade Too wet & Spongy
	5	1	8	King Dr. - Finish Subgrade
	6	1	8	Royal Dr. - Cut Subgrade
	7	1	4 1/2	Royal Dr. - Cut Subgrade
		1/2	4 1/2	King Dr. - Fix caliche Drives for Asphalt Paving
	10	1	8	Dumping caliche
	11	1	8	Set caliche & Densities before Curb, Tested caliche & Passed.
	12	1	8	Cut, Grade & Line & Subcontractor Poured Curb
	13	1	8	Backfill Curb & Caliche
	14	1/2	4 1/2	Poured Concrete Drives
	17	1	8	King Dr. - Dumping Caliche & Backfill Concrete Drives
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Hidalgo County Precinct No. 3 to furnish Construction Material and Labor in connection with certain improvements to real property in located in Mission, Texas, Hidalgo County, Texas and owned by Hidalgo County Precinct No. 3 Which improvements are described as follows:

Roadway Paving and Drainage Construction for Villa Capri Subdivision

In consideration of Pay Estimate No. 1 in the amount of Forty Thousand, Five Hundred Thirty Dollars and 99/100 ---------- ($ 40,530.99) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undresigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bill for material or labor in connection with the erection or construction of said Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Valley Paving, Inc.
CONTRACTOR

By: Oscar Cordova, President
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 17th day of November, 2008, to certify which witness my hand and seal of office.

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Rosalinda Trevino
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 02/23/11

Prevailing Wage Rates
Certification Statement

Date: November 26, 2008

Project Name: Villa Capri Subdivision **CSJ#** M108078421

Contractor: Valley Paving Inc. **Application#** 1

I, Agapito Vargas **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

Villa Capri Subdivision
Colonia Testing Requirements

					Villa Capri Subdivision		
					Kings Drive	Royal Drive	
MATERIAL	TEST	DESCRIPTION	REQUIRED	REMARKS	CSJ#2C10878421	CSJ#2C10878421	
FLEX. BASE	Tex-101-E	Prep. Soils and Flex. Base	YES				
	Tex-103-E	Moisture Content	Optional				
	Tex-104-E	Determining Liquid Limit of Soils	YES				
	Tex-105-E	Determining Plastic Limit of Soils	NO				
	Tex-106-E	Calculating Plasticity Index	YES				
	Tex-110-E	Particle Size Analysis	YES				
	Tex-113-E	Moisture Density Relation of Base Materials (including lime)	YES				
	Tex-116-E	Wet Ball Mill Method	YES				
	Tex-117-E	Triaxial Compression for Base Material (includes lime)	YES				
	Tex-115-E	In-Place Density	YES				
		Thickness	YES				
LIME	Tex-600-J	Lime Testing Procedure	YES	Required for all flexible bases (Caliche)			
HOT MIX	Tex-207-F	Determining Density of Compacted Bituminous Mixtures	YES				
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	Optional				
	Tex-210-F	Deter, Asph. Content of Bituminous Mixtures by Extraction	YES				
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedures	YES				
	Tex-236-F	Deter, Asph. Content from Asph. Paving Struct. By Ignition Method	Optional				
	Tex-212-E	Determining Moisture Content of Bitumious Mixtures	NO				
	Tex-213-E	Determining Hydrocarbon - Bolatile Content of Bituminous Mixtures	NO				
EMBANKMENTS	Tex-114-E	Laboratory Compaction Charact. & Moist. - Density Relat. Of					
		Subgrade & Embankments Soils	NO				
	Tex-115-E	In-Place Density	NO				
	Texas SDHPT Bulletin C-14		NO				
	ASTM-D-2950.76		NO				
	AASHTO-T-166		NO				

1) Testing for this procedure has been performed and passed.

Prepared and Checked By:

Signature: _____

Printed Name: Ricardo Hinojosa, P.E.

Date: 11-20-08

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

PROCTOR TEST REPORT

Project Description: Villa De Capri Subdv.
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37811
L&G Report Number: R001
Sample Date: 10/28/2008
Date Reported: 10/30/2008

Field Number: LS # 1

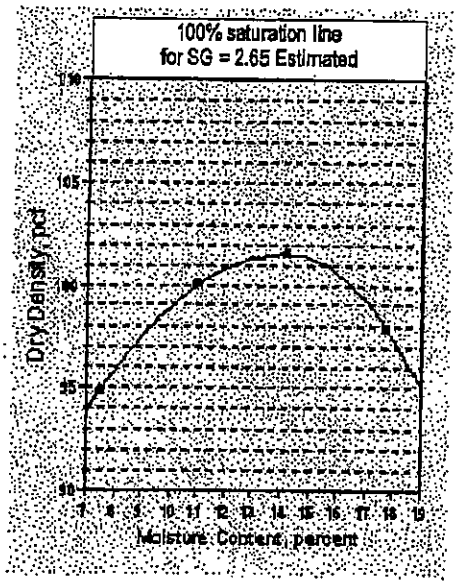
Compaction Method: TEX-114
Material Description: Limed Subgrade

Specific Gravity: 2.65

Liquid Limit: 37
Plastic Limit: 29
Plasticity Index: 8
% Passing No. 200: 0.0

Specimen No.:	1	2	3	4
Moisture, %:	7.5	11.1	14.3	17.6
Dry Density (pcf):	94.6	100.0	101.5	97.8

Maximum Dry Density in P.C.F.: 101.5
Optimum Moisture (%): 14.2



Remarks: * -200 Not Performed
Test Method: TEX 114 Method-A, Tex 104-E, 105-E, 106-E

Orig: Hidalgo County Pct. 3 (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

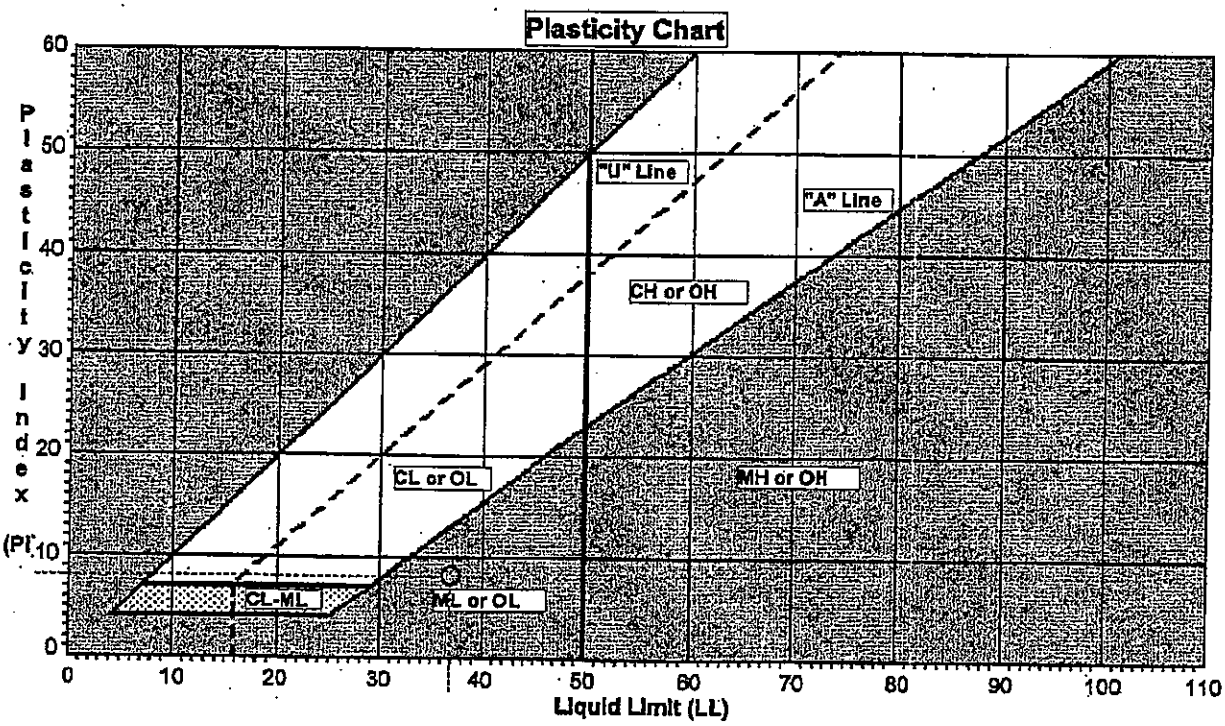
2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

PROCTOR TEST REPORT

Project Description: Villa De Capri Subdv.
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37811
L&G Report Number: R001
Sample Date: 10/28/2008
Date Reported: 10/30/2008

Field Number: LS # 1



Orig: Hidalgo County Pct. 3 (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

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REPORT CREATED BY ElmTree SYSTEM

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Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

SIEVE ANALYSIS TEST REPORT

Project Description: Villa De Capri Subdv.
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37811
L&G Report Number: R003
Sample Date: 10/28/2008
Date Reported: 11/19/2008

Field Number: C - #1
Description: Base Material

Sieve	% Retained	Low	High
2 in	0	0	0
1/2 in	42	20	60
No. 4	61	40	75
No. 40	83	70	90

Remarks: **Texas Wet Ball Mill Value - 50 %**
Test Method (As Applicable): Tex Method 401-A, Tex 116-E

Orig: Hidalgo County Pct. 3 (R&B) (Hidalgo County Pct. 3) (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

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Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

FIELD DENSITIES TEST REPORT

Project Description: Villa De Capri Subdv.
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37811
L&G Report Number: R004
Sample Date: 10/30/2008
Date Reported: 10/30/2008

Material Description Limed Subgrade
Required % Proctor 95 **Moisture Tolerance** -2 + 3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
LS # 1	14.2	101.5

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Inches
1	King James P.O.C. Centerline	LS # 1	14.8%	109.6 pcf	108.0% (Pass)	6"
2	King James Sta. 3 + 50 4' S. of Centerline	LS # 1	14.6%	106.6 pcf	105.0% (Pass)	6"
3	King James Center of Cul-de-Sac Centerline	LS # 1	16.9%	105.8 pcf	104.2% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. 3 (R&B) (Hidalgo County Pct. 3) (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

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Geotechnical Engineering

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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

FIELD DENSITIES TEST REPORT

Project Description: Villa De Capri Subdv.
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37811
L&G Report Number: R005
Sample Date: 11/11/2008
Date Reported: 11/11/2008

Material Description Kings Street Undercurb Caliche
Required % Proctor 121.6 **Moisture Tolerance** -2+3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
C - #1	9.5	121.6

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Inches
1	King St. Station 0+80 Undercurb Eastside	C - #1	11.2%	138.4 pcf	113.8% (Pass)	4"
2	King St. Station 2+75 Undercurb Southside	C - #1	12.3%	136.8 pcf	112.5% (Pass)	4"
3	King St. Station 3+70 Undercurb Northside of Culdesac	C - #1	8.7%	133.1 pcf	109.5% (Pass)	4"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. 3 (R&B) (Hidalgo County Pct. 3) (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

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L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

REPORT OF SITE VISIT
TEST REPORT

Project Description: Villa De Capri Subdv.
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37811
L&G Report Number: R006
Sample Date: 11/12/2008
Date Reported: 11/12/2008

On November 12th, 2008 a representative of L&G Engineering Laboratory was dispatched to Villa de Capri to perform inspection of the placement of ready-mix concrete on the curb & gutter.

Specimen Number 10 was obtained and tested at 1:15 PM, and the following were determined:

Concrete Temperature: 81°f **Entrapped / Entrained Air Content:** 2.2%

Ambient Temperature: 86°f **Slump:** 1 1/4 Inches

From Specimen Number 10, a total of three (3) 6x12 cylindrical test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On November 13th 2008, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the cylindrical specimens cast on the placement of curb & gutter. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 & 28 days.

Test Methods (If Applicable):ASTM C-231, ASTM C-143, STM C-1064, ASTM C-31, ASTM C-172

Orig: Hidalgo County Pct. 3 (R&B) (Hidalgo County Pct. 3)
(Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: Valley Paving, Inc.
Contact Amount: $98,217.37
Project/Precinct: Villa Capri Sub. / Pct. 3
Owner's Contract No.: C-CAP-08-008-04-22

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
8	Application and Cerification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors	✓	✓	
12	Partial Waiver of Liens (Sub-contractors/suppliers)	✓	✓	
13	TxDot Form 252 Contract Time Statement	✓	✓	
14	Payroll Report w/signed Wage Form	✓	✓	
15	Change Order (Requires TxDot Concurrence	✓	✓	
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

AI-12551 **15.J.2.**

Application for Payment No 3 Chula Vista and Walton Pct 3

CC REGULAR

Date:	12/09/2008
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Application for Payment No. 3 in the amount of $50,358.69 from Asago, LLC dba Asago Construction contracted vendor for Chula Vista and Walton Subdivision submitted by project engineer Hinojosa Engineering Inc. C-CAP-08-007-04-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1311-431-00-123-152-1-733/734

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

BUDGETARY IMPACT:

P.O.# 605322

FISCAL YEAR: 8 **ACCT. #:** 8-1311-431-00-123-837-0-733/734

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

BUDGETARY IMPACT:

P.O.# 605322 amount will be paid out of Road & Bridge fund.

FISCAL YEAR: 8 **ACCT. #:** 8-1203-431-00-123-005-0-733/734

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

BUDGETARY IMPACT:

P.O.# 605322 pending p.o. increase.

Attachments

Link: Application for Payment No 3 Chula Vista and Walton

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	12/04/2008 04:04 PM	APRV
2	Purchasing Department	Marty Salazar	12/04/2008 05:09 PM	APRV
3	Budget & Management	Veronica Lopez	12/05/2008 07:44 AM	APRV

4	Erika Reyna	Erika Reyna	12/05/2008 09:00 AM	APRV
5	Auditor's Office	Becky Morales	12/05/2008 03:44 PM	APRV

Form Started By: Marcie Jackson Started On: 12/01/2008 01:09 PM

Final Approval Date: 12/05/2008

AL-12551 14 of 20

APPLICATION FOR PAYMENT NO. 3

To: Hidalgo County (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: CAP-08-007-03-26 LRM
Project: Road and Drainage Construction of Chula Vista and Walton Subdivision
OWNER's Contract No. CAP-08-007-03-06 04-22 ENGINEER's Project No. 06-192 and 06-204
For Work accomplished through the date of: 11/5/2008

1.	Original Contract Price:		$ 175,471.85
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 8,480.00
3.	Current Contract Price (1 plus 2):		$ 183,951.85
4.	Total completed and stored to date:		$ 183,288.45
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 18,328.85	
	0% of stored material:	$ -	
	Total Retainage:		$ 18,328.85
6.	Total completed and stored to date less retainage (4 minus 5):		$ 164,959.61
7.	Less previous Application for Payments:		$ 114,600.92
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 50,358.69**

P.O. 605322

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 11/21/08

Asago, LLC dba Asago Construction
CONTRACTOR

By: [signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 21 day of November 2008

[signature]
Notary Public
My Commission expires: November 21, 2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11-21-08

HINOJOSA ENGINEERING INC.
ENGINEER

By: [signature]

8·1311·431·00·123·152·1·733 - 11,570.00 - (11,570.00) = 70,413.00
8·1311·431·00·123·152·1·734 - 43,817.50 - (4,381.75) = 39,435.75
8·1311·431·00·123·837·0·733 -
8·1311·431·00·123·837·0·734 -
8·1203·431·00·123·005·0·733 - 566.60 - (56.667) = 509.94
8·1203·431·00·123·005·0·734 - (663.40)

$50,358.69

INVOICE RECEIVED BY: [signature] ON 11/26/08
GOODS/SERVICES RECEIVED BY: [signature] ON 11/26/08

Engineer: Hinojosa Engineering, Inc.
Contractor: Asago Construction
Retainage Percent: 10%
Starting Date:

Summary

Contract No.	Description	Original Schedule Value	Revised Schedule Value	Application No. 1	Application No. 2	Application No. 3	Total to Date	Balance to Finish	Retainage	Net	Payments to Date	Payment Due
AP 08-007-03-26 LP 04-22	Chula Vista and Walton Subdivision	$175,471.85	$183,951.85	$74,760.85	$52,573.50	$55,954.10	$183,288.45	$663.40	$18,328.85	$164,959.61	$114,600.92	$50,358.69
	TOTALS:						$183,288.45	$663.40	$18,328.85	$164,959.61	$114,600.92	$50,358.69

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
CHULA VISTA SUBDIVISION														
Roadway														
100	Preparing ROW	14.45	STA	$ 650.00	$9,392.50	0	0	$0.00	14.45	14.45	$9,392.50	0	14.45	$0.00
134	Backfill	14.45	STA	$ 600.00	$8,670.00	0	0	$0.00	14.45	14.45	$8,670.00	0	14.45	$0.00
247	Flex Base (8")	999.00	CY	$ 4.00	$3,996.00	0	0	$0.00	999	999	$3,996.00	0	999	$0.00
251	Reworking Base Material (DC) (TY D CL2)	999.00	CY	$ 3.00	$2,997.00	0	0	$0.00	999	999	$2,997.00	0	999	$0.00
260	Lime Treated Subgrade	-	SY	$ 3.00	$0.00	0	0	$0.00	0	0	$0.00	1550	1550	$4,650.00
310	Prime Coat (MC-30)	839.70	GAL	$ 5.00	$4,198.50	0	0	$0.00	0	0	$0.00	839.7	839.7	$4,198.50
340	Asphalt Concrete Pavment Type "D"	4,127.00	SY	$ 7.00	$28,889.00	0	0	$0.00	0	0	$0.00	4127	4127	$28,889.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 1,000.00	$1,500.00	0	0	$0.00	1	1	$1,000.00	0.5	1.5	$500.00
506	Construction Exits (TY 2) (Install)	72.00	SY	$ 40.00	$2,880.00	0	0	$0.00	72	72	$2,880.00	0	72	$0.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	$ 20.00	$1,440.00	0	0	$0.00	0	0	$0.00	72	72	$1,440.00
5249	Temp Sediment Control Fence	780.00	LF	$ 6.00	$4,680.00	0	0	$0.00	780	780	$4,680.00	0	780	$0.00
5249	Temp Sediment Control Fence (Remove)	780.00	LF	$ 3.00	$2,340.00	0	0	$0.00	0	0	$0.00	780	780	$2,340.00
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$ 25.00	$1,800.00	0	0	$0.00	0	0	$0.00	72	72	$1,800.00
Drainage														
464	RCP (CL III) (18")	40	LF	$ 20.00	$800.00	0	0	$0.00	40	40	$800.00	0	40	$0.00
464	RCP (CL III) (15")	604	LF	$ 10.00	$6,040.00	0	0	$0.00	604	604	$6,040.00	260	864	$2,600.00
467	Safety End Treatment	2	EA	$ 500.00	$1,000.00	0	0	$0.00	2	2	$1,000.00	0	2	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	598	SY	$ 15.00	$8,970.00	0	0	$0.00	0	0	$0.00	598	598	$8,970.00
				SUBTOTAL	$89,593.00		Totals:	$0.00		Totals:	$41,455.50		Totals:	$55,387.50
							Roadway:	$0.00		Roadway:	$33,615.50		Roadway:	$43,817.50
							Drainage:	$0.00		Drainage:	$7,840.00		Drainage:	$11,570.00
				PROJECT TOTAL	$175,471.85		Project Totals:	$74,760.85		Project Totals:	$52,573.50		Project Totals:	$55,954.10
							Roadway	$69,570.85		Roadway	$39,883.50		Roadway	$43,154.10
							Drainage:	$5,190.00		Drainage:	$12,690.00		Drainage:	$12,800.00

TOTAL to DATE:

Roadway: $152,608.45
Drainage: $30,680.00
Total: $183,288.45

Prepared and Checked by:

Signature: _____

Printed Name: Ricardo Hinojosa, P.E.

Date: 11-21-08

Estimate Quantity Update Worksheet
Walton Subdivision and Chula Vista Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-007-03-26 LRM
Contractor: Asago Construction
04-22

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1 Monthly Quantity	RFP 1 Quantity to Date	RFP 1 Item Cost (Monthly)	RFP 2 Monthly Quantity	RFP 2 Quantity to Date	RFP 2 Item Cost (Monthly)	RFP 3 Monthly Quantity	RFP 3 Quantity to Date	RFP 3 Item Cost (Monthly)
WALTON SUBDIVISION														
Roadway														
100	Preparing ROW	12.36	STA	$ 750.00	$9,270.00	12.36	12.36	$9,270.00	0	12.36	$0.00	0	12.36	$0.00
134	Backfill	12.36	STA	$ 750.00	$9,270.00	12.36	12.36	$9,270.00	0	12.36	$0.00	0	12.36	$0.00
247	Flex Base (8")	854.45	CY	$ 5.00	$4,272.25	854.45	854.45	$4,272.25	0	854.45	$0.00	0	854.45	$0.00
251	Reworking Base Material (DC) (TY D CL2)	854.44	CY	$ 5.00	$4,272.20	854.44	854.44	$4,272.20	0	854.44	$0.00	0	854.44	$0.00
310	Prime Coat (MC-30)	663.40	GAL	$ 6.00	$3,980.40	663.4	663.4	$3,980.40	0	663.4	$0.00	0	663.4	$0.00
340	Asphalt Concrete Pavment Type "D"	3,317.00	SY	$ 10.00	$33,170.00	3317	3317	$33,170.00	0	3317	$0.00	-66.34	3250.66	-$663.40
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 1,000.00	$1,500.00	1	1	$1,000.00	0.5	1.5	$500.00	0	1.5	$0.00
506	Construction Exits (TY 2) (Install)	72.00	SY	$ 40.00	$2,880.00	72	72	$2,880.00	0	72	$0.00	0	72	$0.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	$ 20.00	$1,440.00	0	0	$0.00	72	72	$1,440.00	0	72	$0.00
5249	Temp Sediment Control Fence	182.00	LF	$ 8.00	$1,456.00	182	182	$1,456.00	0	182	$0.00	0	182	$0.00
5249	Temp Sediment Control Fence (Remove)	182.00	LF	$ 4.00	$728.00	0	0	$0.00	182	182	$728.00	0	182	$0.00
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$ 50.00	$3,600.00	0	0	$0.00	72	72	$3,600.00	0	72	$0.00
Drainage														
464	RCP (CL III) (18")	48	LF	$ 25.00	$1,200.00	48	48	$1,200.00	0	48	$0.00	0	48	$0.00
464	RCP (CL III) (15")	166	LF	$ 15.00	$2,490.00	166	166	$2,490.00	0	166	$0.00	82	248	$1,230.00
467	Safety End Treatment	2	EA	$ 750.00	$1,500.00	2	2	$1,500.00	0	2	$0.00	0	2	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	194	SY	$ 25.00	$4,850.00	0	0	$0.00	194	194	$4,850.00	0	194	$0.00
				SUBTOTAL	$85,878.85		**Totals:**	$74,760.85		**Totals:**	$11,118.00		**Totals:**	$566.60
							Roadway:	$69,570.85		Roadway:	$6,268.00		Roadway:	-$663.40
							Drainage:	$5,190.00		Drainage:	$4,850.00		Drainage:	$1,230.00

Need Eng. Signature

Norma Needs to increase $ on Walton or Drainage 005-733

ASAGO CONSTRUCTION

"QUALITY AND SERVICE"

RAÚL IGLESIAS
Manager

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956) 607-0741 office
(956) 585-7040 fax
iglesias@hiline.net

November 5, 2008

Mr. Reynaldo Robles, P.E.
Hinojosa Engineering
108 W. 18th St.
Mission, TX 78572

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at Chula Vista and Walton Subdivision
P.O.: 605322

Mr. Robles:

The following is the list of suppliers used in the above mentioned project as per the County's request:

Valley Caliche Products	P.O. Box 1086, Mission, TX 78573	956-581-2751

If you have any questions, please call me at (956) 607-0741

Best Regards,

Raul Iglesias, Manager

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Hidalgo County to furnish Road and Drainage Construction in connection with certain improvemetns to real property located in Chula Vista and Walton Subdivision County, Texas, and owned by Hidalgo County
Which improvements are described as followed:

Road and Drainage Construction for Chula Vista and Walton Subdivision

In consideration of Pay Estimate No. 3 in the amount of Fifty Thousand Three Hundred Fifty-Eight Dollars and Sixty-Nine Cents ($ 50,358.69) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has of the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

ASAGO, LLC, DBA, ASAGO CONSTRUCTION

CONTRACTOR

By: Raul Iglesias, Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 20th day of November, 20 08 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Exprires: November 21, 2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

Contract Time Statement

ESTIMATE NO. 3 CONTRACTOR Asago LLC, dba Asago Construction

PROJECT NO. C-CAP-08-007-04-22 COUNTY Hidalgo DATE WORK BEGAN 7/3/2008

TIME COMPUTED FROM September to November DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
September	1	1		
	2	1		
	3	1		
	4	1		
	5	1		
	6	1		
	7	1		
	8	1		
	9	1		
	10	1		
	11	1		
	12	1		
	13		1	Waiting on Change Order
	14		1	Waiting on Change Order
	15		1	Waiting on Change Order
	16		1	Waiting on Change Order
	17		1	Waiting on Change Order
	18		1	Waiting on Change Order
	19		1	Waiting on Change Order
	20		1	Waiting on Change Order
	21		1	Waiting on Change Order
	22		1	Waiting on Change Order
	23		1	Waiting on Change Order
	24		1	Waiting on Change Order
	25		1	Waiting on Change Order
	26		1	Waiting on Change Order
	27		1	Waiting on Change Order
	28		1	Waiting on Change Order
	29		1	Waiting on Change Order
	30		1	Waiting on Change Order
October	1		1	Waiting on Change Order
	2		1	Waiting on Change Order
	3		1	Waiting on Change Order
	4		1	Waiting on Change Order
	5		1	Waiting on Change Order
	6		1	Waiting on Change Order
TOTALS		12		

NO. OF CONTRACT WORKING DAYS NO. WORKING DAYS CHARGED TO DA 56

ASSESSED LIQUIDATED DAMAGES: NO. PER DAY$ TOTALS

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT, THE CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT, NO HOLIDAY CREDIT ALLOWED FOR PRECEDINGS OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATE. TIME E MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT.

Contract Time Statement

ESTIMATE NO. 3 continued CONTRACTOR Asago LLC, dba Asago Construction

PROJECT NO. C-CAP-08-007-04-22 COUNTY Hidalgo DATE WORK BEGAN 7/3/2008

TIME COMPUTED FROM September to November DATE WORK COMPLETED 10/31/2008

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
October	7		1	Waiting on Change Order
	8		1	Waiting on Change Order
	9		1	Waiting on Change Order
	10		1	Waiting on Change Order
	11		1	Waiting on Change Order
	12		1	Waiting on Change Order
	13		1	Waiting on Change Order
	14		1	Waiting on Change Order
	15		1	Waiting on Change Order
	16		1	Waiting on Change Order
	17		1	Waiting on Change Order
	18		1	Waiting on Change Order
	19		1	Waiting on Change Order
	20		1	Waiting on Change Order
	21	1		
	22	1		
	23	1		
	24	1		
	25	1		
	26	1		
	27	1		
	28	1		
	29	1		
	30	1		
	31	1		
TOTALS		11		

NO. OF CONTRACT WORKING DAYS 90 NO. WORKING DAYS CHARGED TO DATE 67

ASSESSED LIQUIDATED DAMAGES: NO. PER DAY$ TOTALS

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

Contract Time Statement

ESTIMATE NO. 2 CONTRACTOR Asago LLC, dba Asago Construction

PROJECT NO. C-CAP-08-007-04-22 COUNTY Hidalgo DATE WORK BEGAN 7/3/2008

TIME COMPUTED FROM August DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
August	1	1		
	2	1		
	3	1		
	4	1		
	5	1		
	6	1		
	7	1		
	8	1		
	9	1		
	10	1		
	11	1		
	12	1		
	13	1		
	14		1	Rain Day
	15		1	Wet Day
	16		1	Rain Day
	17		1	Rain Day
	18		1	Rain Day
	19		1	Rain Day
	20		1	Wet Day
	21		1	Rain Day
	22		1	Rain Day
	23		1	Rain Day
	24		1	Rain Day
	25		1	Rain Day
	26		1	Rain Day
	27		1	Rain Day
	28		1	Rain Day
	29		1	Rain Day
	30	1		
	31	1		
TOTALS		15		

NO. OF CONTRACT WORKING DAYS 90 NO. WORKING DAYS CHARGED TO DA 44

ASSESSED LIQUIDATED DAMAGES: NO. PER DAY$ TOTALS

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. THE CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR PRECEDINGS OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATE. TIME E MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT.

Contract Time Statement

ESTIMATE NO. 1 CONTRACTOR Asago LLC, dba Asago Construction

PROJECT NO. C-CAP-08-007-04-22 COUNTY Hidalgo DATE WORK BEGAN 7/3/2008

TIME COMPUTED FROM July DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
July	3	1		
	4	1		
	5	1		
	6	1		
	7	1		
	8	1		
	9	1		
	10	1		
	11	1		
	12	1		
	13	1		
	14	1		
	15	1		
	16	1		
	17	1		
	18	1		
	19	1		
	20	1		
	21	1		
	22	1		
	23	1		
	24	1		
	25	1		
	26	1		
	27	1		
	28	1		
	29	1		
	30	1		
	31	1		
TOTALS		29		

NO. OF CONTRACT WORKING DAYS 90 NO. WORKING DAYS CHARGED TO DA 29

ASSESSED LIQUIDATED DAMAGES: NO. PER DAY$ TOTALS

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT, THE CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR PRECEDINGS OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATE. TIME E MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT.

CHANGE ORDER

NO. 1

PROJECT: Walton and Chula Vista Subdivision
DATE OF ISSUANCE: 8/29/2008

OWNER: Hidalgo County Precinct No.3
ADDRESS: 301 East State Street
Pharr, Tx 78577
OWNER'S PROJECT NO.: CAP-08-007-04-22 LRM

CONTRACTOR: Asago Construction
ADDRESS: 2113 Pecos
Mission, TX 78572
ENGINEER: Hinojosa Engineering, Inc

CONTRACT FOR: $175,471.85
ENGINEER'S PROJECT NO.: 06-192

You are hereby directed to make the following changes in the Contract Documents.

Description: Per Precinct 3 field directive/recommendation, 15" RCP was extended further under driveways, and lime stabilization was added to portion of Chula Vista with storm sewer drain inlets due to runoff detention time in roadside ditches

Purpose: Final Quantitative Adjustments.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: $175,471.85	**Original Contract Time:** 90 working days days
Previous Change Order No.s: 0 — $0.00	**Change from Previous Change Orders** 0 working days days
Contract Price prior to this Change Order $175,471.85	**Contract Time prior to this Change Order** 0 working days days
Net Increase of this Change Order $8,480.00	**Net Increase of this Change Order** 0 working days days
Contract Price with all approved Change Orders $183,951.85	**Contract Time with all approved Change Orders** 90 working days days

APPROVED:

Owner — Date: OCT 0 7 2008
Hidalgo County Judge

APPROVED:

Contractor — Date: 9/25/08
Asago Construction

RECOMMENDED:

Engineer — Date: 9-24-08
Hinojosa Engineering, Inc.

INVOICE RECEIVED BY: ON 9/25/08

GOODS/SERVICES RECEIVED BY: ON 9/25/08

Tabulation Change Order No.1
Walton Subdivision and Chula Vista Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-007-03-26 LRM
Contractor: Asago Construction

		ORIGINAL BID				CHANGE ORDER NO.1			
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Quantity	Unit Price	Total	(+) Increase/ (-)decrease
WALTON SUBDIVISION									
Roadway									
100	Preparing ROW	12.36	STA	$ 750.00	$9,270.00	12.36	$ 750.00	$9,270.00	$0.00
134	Backfill	12.36	STA	$ 750.00	$9,270.00	12.36	$ 750.00	$9,270.00	$0.00
247	Flex Base (8")	854.45	CY	$ 5.00	$4,272.25	854.45	$ 5.00	$4,272.25	$0.00
261	Reworking Base Material (DC) (TY D CL2)	854.44	CY	$ 5.00	$4,272.20	854.44	$ 5.00	$4,272.20	$0.00
310	Prime Coat (MC-30)	663.40	GAL	$ 6.00	$3,980.40	663.40	$ 6.00	$3,980.40	$0.00
340	Asphalt Concrete Pavment Type "D"	3,317.00	SY	$ 10.00	$33,170.00	3,317.00	$ 10.00	$33,170.00	$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 1,000.00	$1,500.00	1.50	$ 1,000.00	$1,500.00	$0.00
506	Construction Exits (TY 2) (Install)	72.00	SY	$ 40.00	$2,880.00	72.00	$ 40.00	$2,880.00	$0.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	$ 20.00	$1,440.00	72.00	$ 20.00	$1,440.00	$0.00
5249	Temp Sediment Control Fence	182.00	LF	$ 8.00	$1,456.00	182.00	$ 8.00	$1,456.00	$0.00
5249	Temp Sediment Control Fence (Remove)	182.00	LF	$ 4.00	$728.00	182.00	$ 4.00	$728.00	$0.00
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$ 50.00	$3,600.00	72.00	$ 50.00	$3,600.00	$0.00
Drainage									
464	RCP (CL III) (18")	48	LF	$ 25.00	$1,200.00	48	$ 25.00	$1,200.00	$0.00
464	RCP (CL III) (15")	166	LF	$ 15.00	$2,490.00	248	$ 15.00	$3,720.00	$1,230.00
467	Safety End Treatment	2	EA	$ 750.00	$1,500.00	2	$ 750.00	$1,500.00	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	194	SY	$ 25.00	$4,850.00	194	$ 25.00	$4,850.00	$0.00
				Total	$85,878.85		Totals:	$87,108.85	$1,230.00

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Quantity	Unit Price	Total	(+) Increase/ (-)decrease
CHULA VISTA SUBDIVISION									
Roadway									
100	Preparing ROW	14.45	STA	$ 650.00	$9,392.50	14.45	$ 650.00	$9,392.50	$0.00
134	Backfill	14.45	STA	$ 600.00	$8,670.00	14.45	$ 600.00	$8,670.00	$0.00
247	Flex Base (6")	999.00	CY	$ 4.00	$3,996.00	999.00	$ 4.00	$3,996.00	$0.00
261	Reworking Base Material (DC) (TY D CL2)	999.00	CY	$ 3.00	$2,997.00	999.00	$ 3.00	$2,997.00	$0.00
260	Lime Treated Subgrade	-	SY	$ 3.00	$0.00	1,550	$ 3.00	$4,650.00	$4,650.00
310	Prime Coat (MC-30)	839.70	GAL	$ 5.00	$4,198.50	839.70	$ 5.00	$4,198.50	$0.00
340	Asphalt Concrete Pavment Type "D"	4,127.00	SY	$ 7.00	$28,889.00	4,127.00	$ 7.00	$28,889.00	$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 1,000.00	$1,500.00	1.50	$1,000.00	$1,500.00	$0.00
508	Construction Exits (TY 2) (Install)	72.00	SY	$ 40.00	$2,880.00	72.00	$ 40.00	$2,880.00	$0.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	$ 20.00	$1,440.00	72.00	$ 20.00	$1,440.00	$0.00
5249	Temp Sediment Control Fence	780.00	LF	$ 6.00	$4,680.00	780.00	$ 6.00	$4,680.00	$0.00
5249	Temp Sediment Control Fence (Remove)	780.00	LF	$ 3.00	$2,340.00	780.00	$ 3.00	$2,340.00	$0.00
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$ 25.00	$1,800.00	72.00	$ 25.00	$1,800.00	$0.00
Drainage									
464	RCP (CL III) (18")	40	LF	$ 20.00	$800.00	40	$ 20.00	$800.00	$0.00
464	RCP (CL III) (15")	604	LF	$ 10.00	$6,040.00	864	$ 10.00	$8,640.00	$2,600.00
467	Safety End Treatment	2	EA	$ 500.00	$1,000.00	2	$ 500.00	$1,000.00	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	598	SY	$ 15.00	$8,970.00	598	$ 15.00	$8,970.00	$0.00
				Total	$89,593.00		**Total**	$96,843.00	$7,250.00
				Total Base Bid:	**$175,471.85**	**Change Order No.1 Total:**		$183,951.85	$8,480.00

Original Conract Amount:	175,471.85
Change Order No.1:	8,480.00
New Contract Amount:	**183,951.85**

Prepared and Checked by:

Signature: _____

Printed Name: Ricardo Hinojosa, P.E.

Date: 9-24-08

SCHEDULE OF VALUE		ESTIMATE	3	CONTRACTOR:	Asago, LLC
PROJECT:	Chula Vista & Walton Subd. Road & Draina	DATE:	11/6/2008		2113 Pecos
OWNER:	Hidalgo County Precinct No. 3	PERIOD:	9/01/2008 to 11/05/2008		Mission, TX 78572

	DESCRIPTION	PLAN	UNIT	UNIT BID PRICE	TOTAL BID PRICE	PREV QTY	QTY. THIS PERIOD	AMOUNT THIS PERIOD	QTY. COMP. TO DATE	AMOUNT TO DATE	% COMP
Chula Vista Subdivision											
1.-	Preparing R.O.W.	14.45	STA	$650.00	$9,392.50	14.45	0	$0.00	14.45	$9,392.50	100.00%
2.-	Backfill (Type A)	14.45	STA	$600.00	$8,670.00	14.45	0.00	$0.00	14.45	$8,670.00	100.00%
3.-	Flexible Base 8" (Type D Grade VI)	999	CY	$4.00	$3,996.00	999	0	$0.00	999	$3,996.00	100.00%
4.-	Reworking Base Material (DC) (TY D CL2)	999	CY	$3.00	$2,997.00	999	0	$0.00	999	$2,997.00	100.00%
5.-	Asphlat Material (MC-30)	839.7	GAL	$5.00	$4,198.50	0	840	$4,198.50	840	$4,198.50	100.00%
6.-	Asphalt Concrete (Type "D")	4,127	SY	$7.00	$28,889.00	0	4,127	$28,889.00	4,127	$28,889.00	100.00%
7.-	Barricades, Signs & Traffic Handling	1.5	MO	$1,000.00	$1,500.00	1.00	0.5	$500.00	1.50	$1,500.00	100.00%
8.-	Construction Exists (TY 2) (Install	72	SY	$40.00	$2,880.00	72	0	$0.00	72	$2,880.00	100.00%
9.-	Construction Exists (TY 2) (Remove)	72	SY	$20.00	$1,440.00	0	72	$1,440.00	72	$1,440.00	100.00%
10.-	Temporary Sediment Control Fence (Install)	780	LF	$6.00	$4,680.00	780	0	$0.00	780.0	$4,680.00	100.00%
11.-	Temporary Sediment Control Fence (Remove)	780	LF	$3.00	$2,340.00	0	780	$2,340.00	780	$2,340.00	100.00%
12.-	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	72	SY	$25.00	$1,800.00	0	72	$1,800.00	72	$1,800.00	100.00%
13.-	RCP (CL III) (18")	40	LF	$20.00	$800.00	40	0	$0.00	40	$800.00	100.00%
14.-	RCP (CL III) (15")	864	LF	$10.00	$8,640.00	604	260	$2,600.00	864	$8,640.00	100.00%
15.-	Safety End Treatment (Pre-Cast)	2	EA	$500.00	$1,000.00	2	0	$0.00	2	$1,000.00	100.00%
16.-	Driveways (Asphalt, Concrete, Pavement)	598	SY	$15.00	$8,970.00	0	598	$8,970.00	598	$8,970.00	100.00%
17.-	Lime Treatment for Subgrade Material	0	SY	$3.00	$4,650.00	0	1,550	$4,650.00	1,550	$4,650.00	100.00%
	Subtotal Chula Vista Subdivision				**$96,843.00**			**$55,387.50**		**$96,843.00**	**100.00%**

Schedule of Values Continued

	DESCRIPTION	PLAN	UNIT	UNIT BID PRICE	TOTAL BID PRICE	PREV QTY	QTY. THIS PERIOD	AMOUNT THIS PERIOD	QTY. COMP. TO DATE	AMOUNT TO DATE	% COMP
	Subtotal Chula Vista Subdivision				**$96,843.00**			**$55,387.50**		**$96,843.00**	**100.00%**
Walton Subdivision											
1.-	Preparing R.O.W.	12.36	STA	$750.00	$9,270.00	12.36	0.00	$0.00	12.36	$9,270.00	100.00%
2.-	Backfill (Type A)	12.36	STA	$750.00	$9,270.00	12.36	0.00	$0.00	12.36	$9,270.00	100.00%
3.-	Flexible Base 8" (Type D Grade VI)	854.45	CY	$5.00	$4,272.25	854.45	0.00	$0.00	854.45	$4,272.25	100.00%
4.-	Reworking Base Material (DC) (TY D CL2)	854.44	CY	$5.00	$4,272.20	854.44	0.00	$0.00	854.44	$4,272.20	100.00%
5.-	Asphlat Material (MC-30)	663.4	GAL	$6.00	$3,980.40	663.40	0.00	$0.00	663.40	$3,980.40	100.00%
6.-	Asphalt Concrete (Type "D")	3,317	SY	$10.00	$33,170.00	3,317.00	-66.34	-$663.40	3,250.66	$32,506.60	98.00%
7.-	Barricades, Signs & Traffic Handling	1.5	MO	$1,000.00	$1,500.00	1.50	0.00	$0.00	1.50	$1,500.00	100.00%
8.-	Construction Exists (TY 2) (Install	72	SY	$40.00	$2,880.00	72.00	0.00	$0.00	72.00	$2,880.00	100.00%
9.-	Construction Exists (TY 2) (Remove)	72	SY	$20.00	$1,440.00	72.00	0.00	$0.00	72.00	$1,440.00	100.00%
10.-	Temporary Sediment Control Fence (Install)	182	LF	$8.00	$1,456.00	182.00	0.00	$0.00	182.00	$1,456.00	100.00%
11.-	Temporary Sediment Control Fence (Remove)	182	LF	$4.00	$728.00	182.00	0.00	$0.00	182.00	$728.00	100.00%
12.-	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	72	SY	$50.00	$3,600.00	72.00	0.00	$0.00	72.00	$3,600.00	100.00%
13.-	RCP (CL III) (18")	48	LF	$25.00	$1,200.00	48.00	0.00	$0.00	48.00	$1,200.00	100.00%
14.-	RCP (CL III) (15")	248	LF	$15.00	$3,720.00	166.00	82.00	$1,230.00	248.00	$3,720.00	100.00%
15.-	Safety End Treatment (Pre-Cast)	2	EA	$750.00	$1,500.00	2.00	0.00	$0.00	2.00	$1,500.00	100.00%
16.-	Driveways (Asphalt, Concrete, Pavement)	194	SY	$25.00	$4,850.00	194.00	0.00	$0.00	194.00	$4,850.00	100.00%
	Subtotal Walton Subdivision				**$87,108.85**			**$566.60**		**$86,445.45**	**99.24%**
	TOTAL				**$183,951.85**			**$55,954.10**		**$183,288.45**	**99.64%**

Submitted by:
Asago, LLC

11/20/08
Date

Approved by:
Hinojosa Engineering

11-21-08
Date

CONTRACT AMOUNT	$175,471.85
CHANGE ORDERS	$8,480.00
CURRENT CONTRACT TOTAL	$183,951.85
TOTAL COMPLETED TO DATE	$183,288.45
MATERIALS STORED ON SITE	$0.00
LESS RETAINAGE	$18,328.85
LESS PREVIOUS ESTIMATE PAY	$114,600.92
NET DUE THIS ESTIMATE PAY	$50,358.69

HIDALGO COUNTY
COLONIA ACCESS PROGRAM

PROJECT - REQUEST FOR PAYMENT

City/Precinct:	Precinct No. 3		
Project Name:	Road & Drainage Const. at Chula Vista and Walton Subdivision		
Contractor:	Asago Construction		
Address:	2113 Pecos		
Address:			
City/State:	Mission, TX	ZIP:	78572

Purchase Order:	605322
Date:	11/5/2008
Request for Payment No:	3

Original Contract Amount	$	175,471.85
Net Changes by Change Order	$	8,480.00
Total Contract Amount to Date	$	183,951.85

Estimated % Project Completion to Date: 99.64%

Total Completed to Date	$	183,288.45
Add: Materials on Hand (verified by Engineer	$	0.00
Total Contract Earned	$	183,288.45
Less: Retainage 10 %	$	18,328.85
New Contract Earned	$	164,959.61
Less: Previous Request for Payments	$	114,600.92
Total Amount Due This Request	$	50,358.69

Please accept the attached contractor's invoice as supporting documentation for this request for payment. The project (is), (is not) on schedule as per contract time allowed.

11/20/08
PREPARED BY (CONTRACTOR) DATE

11-21-08
APPROVED BY (ENGINEER) DATE

APPROVED BY COUNTY DATE

FORM-UCP-10
Revised: 10/30/96

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

SIEVE ANALYSIS
TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R006
Sample Date: 08/30/2008
Date Reported: 09/03/2008

Field Number: B. Material #1
Description: Base Material

Sieve	% Retained	Low	High
2 in	0	0	0
1/2 in	25	20	60
No. 4	59	40	75
No. 40	90	70	90

Remarks: **Texas Wet Ball Mill Value - 41%**
Test Method (As Applicable): Tex Method 401-A

Orig: Hidalgo County Pct. 3 (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager

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REPORT CREATED BY ElmTree SYSTEM

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

FIELD DENSITIES TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R007
Sample Date: 09/05/2008
Date Reported: 09/05/2008

Material Description Base Material / Caliche
Required % Proctor 98 **Moisture Tolerance** -2 + 3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
CALICHE 1	14.5	116.5

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Inches
1	Chula Vista Dr. 4' S. of Centerline 1000' W. of Bentsen Palm Dr.	CALICHE 1	12.5%	118.6 pcf	101.8% (Pass)	8"
2	Chula Vista Dr. 5' N. of Centerline 650' W. of Bentsen Palm Dr.	CALICHE 1	13.6%	119.2 pcf	102.3% (Pass)	8"
3	Chula Vista Dr. Centerline 100' W. of Bentsen Palm Dr.	CALICHE 1	14.2%	120.5 pcf	103.4% (Pass)	8"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. 3 (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager

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REPORT CREATED BY ElmTree SYSTEM

06-204

L&G Engineering Laboratory

Construction Material Testing

Notice of Failing Field Density Tests

Date Tests Performed: 10/27/2008

To:		From:	
	Hidalgo County Pct. 3 Attn: Mr. Agapito Vargas		Mr. Orlando De Leon Laboratory Manager
Phone:	956-787-1891	**Phone:**	956-583-7117
Fax:	956-787-4683	**Fax:**	956-583-7116
Ref.:	Tx Dot 2nd Call Colonias	**L&G Proj. No.:**	L37807
☐	Failing Density Report 001	☐	Please Comment

Project Name: Chula Vista
Area/Location Tested: Roadway
Material Tested: Base Material

Maximum Dry Density: 116.5
Opt. Moisture Content: 14.5%
% Density Required: 98%

Failing Test Locations	Failing Test Results: % of Max. Density	Failing Test Results: % Moisture
Chula Vista St. 1000' West of Bentsen Palm Intersection 1' N. of CL	97.0	16.3%

RECEIVED
NOV 06 2008
BY:

Comments: Test failed due to low compaction.

Copies: Ricardo Hinojosa Engineering(fax)956-581-2074
Asago Construction(fax)956-585-7040

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Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

PROCTOR TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R001
Sample Date: 08/13/2008
Date Reported: 08/13/2008

Field Number: In-situ Subg #1

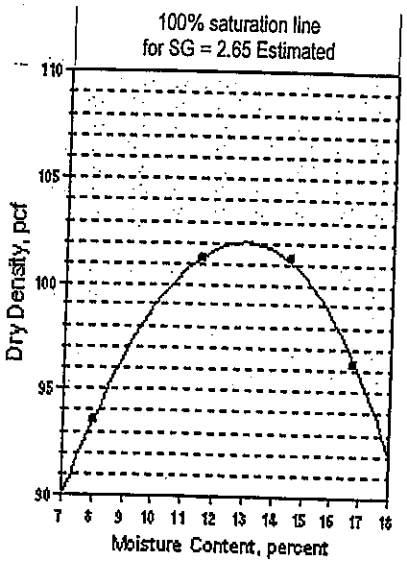
Compaction Method: ASTM D-1557
Material Description: In-situ Subgrade

Specific Gravity: 2.65

Liquid Limit: 25
Plastic Limit: 17
Plasticity Index: 8
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture, %:	7.9	11.5	14.4	16.7
Dry Density (pcf):	93.2	101.2	101.2	96.5

Maximum Dry Density in P.C.F.: 102.0
Optimum Moisture (%): 13.0



Remarks: Sample was obtained 1000' West of Bentsen Palm Dr. / Minus 200 Not Performed
Test Method: TxDot 114-E , ASTM D 4318

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager

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L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

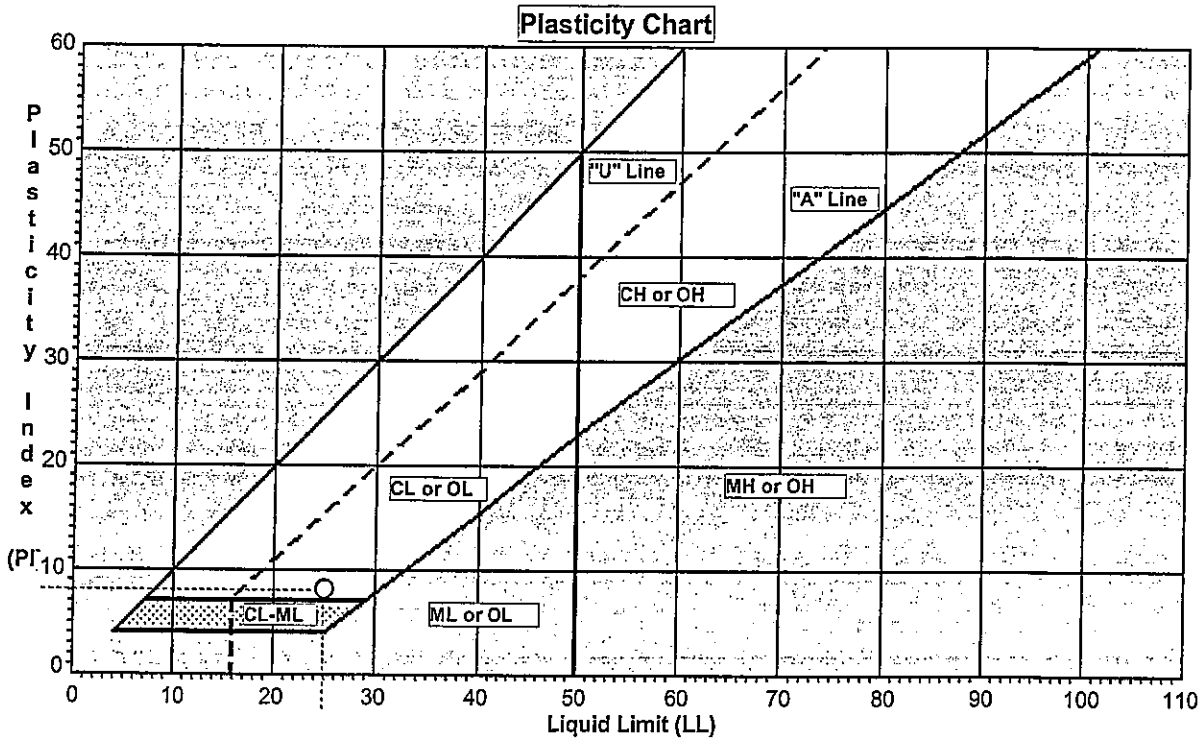
2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

PROCTOR
TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R001
Sample Date: 08/13/2008
Date Reported: 08/13/2008

Field Number: In-situ Subg #1



Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager

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PROCTOR
TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R002
Sample Date: 08/15/2008
Date Reported: 08/15/2008

Field Number: Salvage Base #1

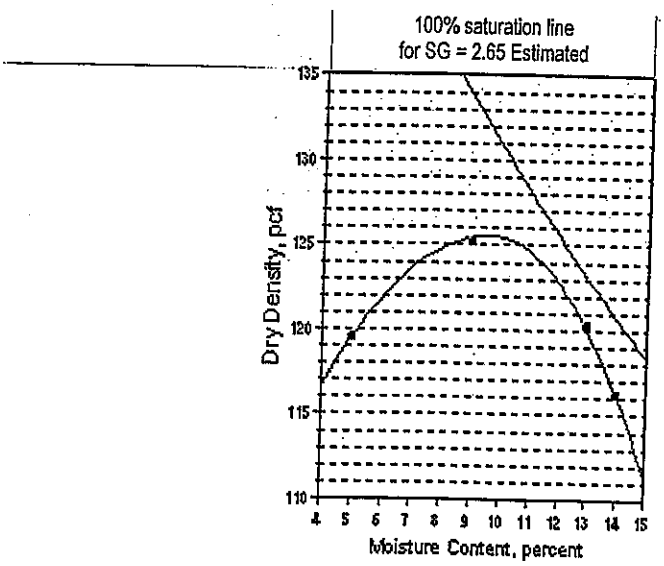
Compaction Method: ASTM D-1557
Material Description: Salvage Base

Specific Gravity: 2.65

Liquid Limit: 24
Plastic Limit: 17
Plasticity Index: 7
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture, %:	5.1	8.9	12.9	14.0
Dry Density (pcf):	119.8	125.2	120.2	116.1

Maximum Dry Density in P.C.F.: 125.5
Optimum Moisture (%): 9.5



Remarks: Sample was obtained 200' E. of dead end / Minus 200 Not Performed
Test Method: Tx Dot 114-E

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

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L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

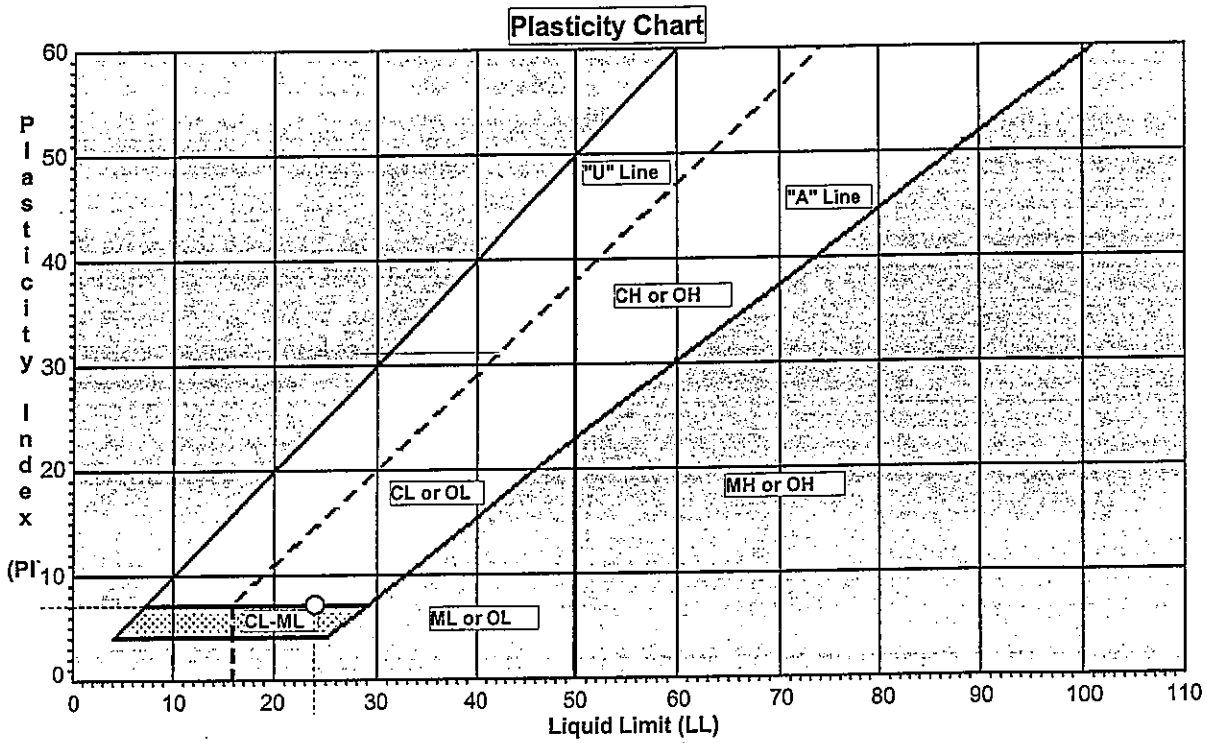
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900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

PROCTOR
TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R002
Sample Date: 08/15/2008
Date Reported: 08/15/2008

Field Number: Salvage Base #1



Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
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PROCTOR
TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R001
Sample Date: 08/13/2008
Date Reported: 08/13/2008

Field Number: In-situ Subg #1

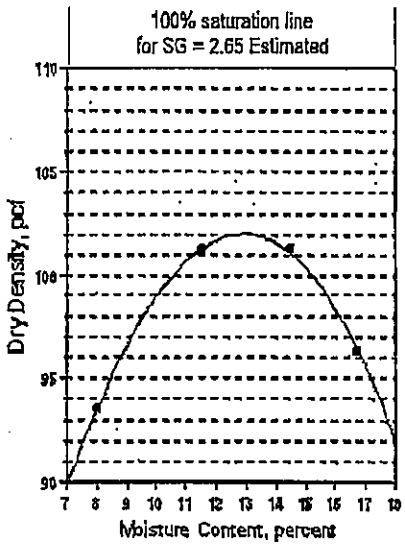
Compaction Method: ASTM D-1557
Material Description: In-situ Subgrade

Specific Gravity: 2.65

Liquid Limit: 25
Plastic Limit: 17
Plasticity Index: 8
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture, %:	7.9	11.5	14.4	16.7
Dry Density (pcf):	93.2	101.2	101.2	96.5

Maximum Dry Density in P.C.F.: 102.0
Optimum Moisture (%): 13.0



Remarks: Sample was obtained 1000' West of Bentsen Palm Dr. / Minus 200 Not Performed
Test Method: TxDot 114-E , ASTM D 4318

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager

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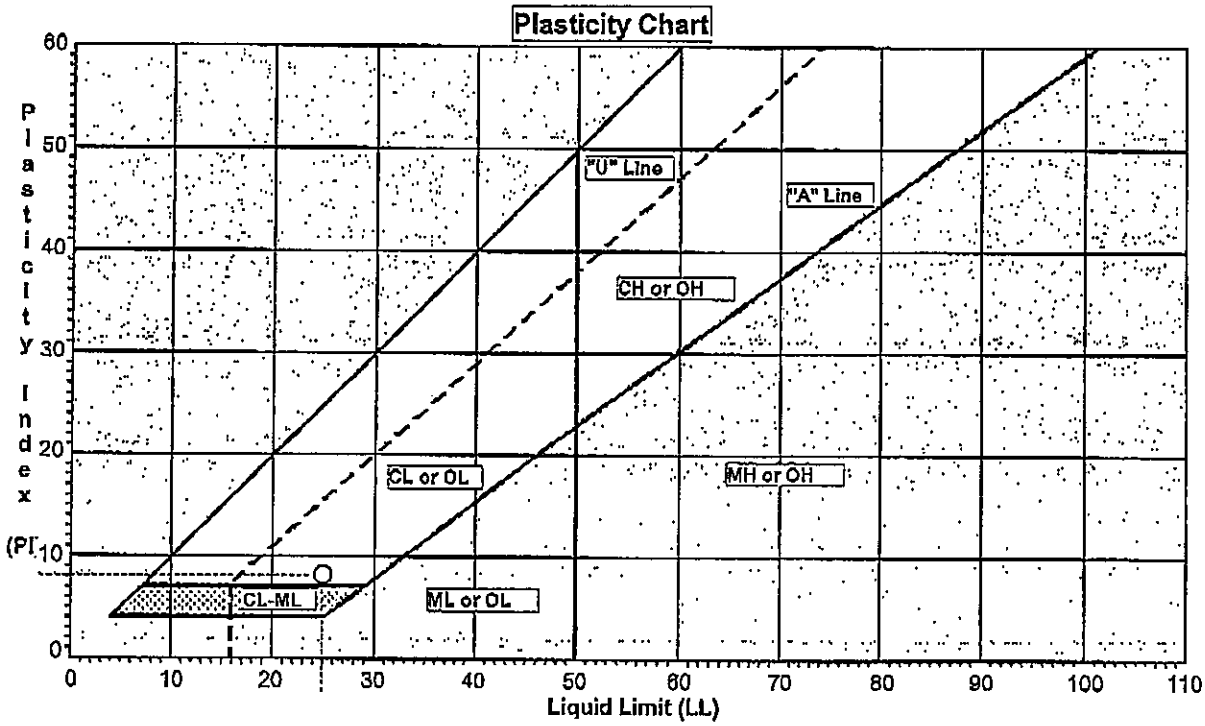
2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

PROCTOR TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R001
Sample Date: 08/13/2008
Date Reported: 08/13/2008

Field Number: In-situ Subg #1



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PROCTOR TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R002
Sample Date: 08/15/2008
Date Reported: 09/03/2008

Field Number: Salvage Base #1

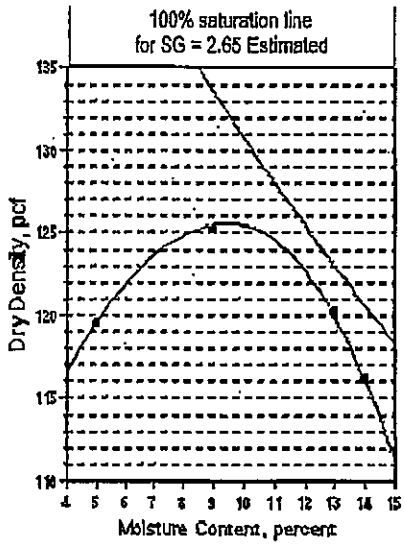
Compaction Method: ASTM D-1557
Material Description: Salvage Base

Specific Gravity: 2.65

Liquid Limit: 24
Plastic Limit: 17
Plasticity Index: 7
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture, %:	5.1	8.9	12.9	14.0
Dry Density (pcf):	119.8	125.2	120.2	116.1

Maximum Dry Density in P.C.F.: 125.5
Optimum Moisture (%): 9.5



Remarks: Sample was obtained 200' E. of dead end / Minus 200 Not Performed
Test Method: Tx Dot 114-E

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
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Respectfully Submitted,
L&G Engineering Laboratory

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Construction Material Testing
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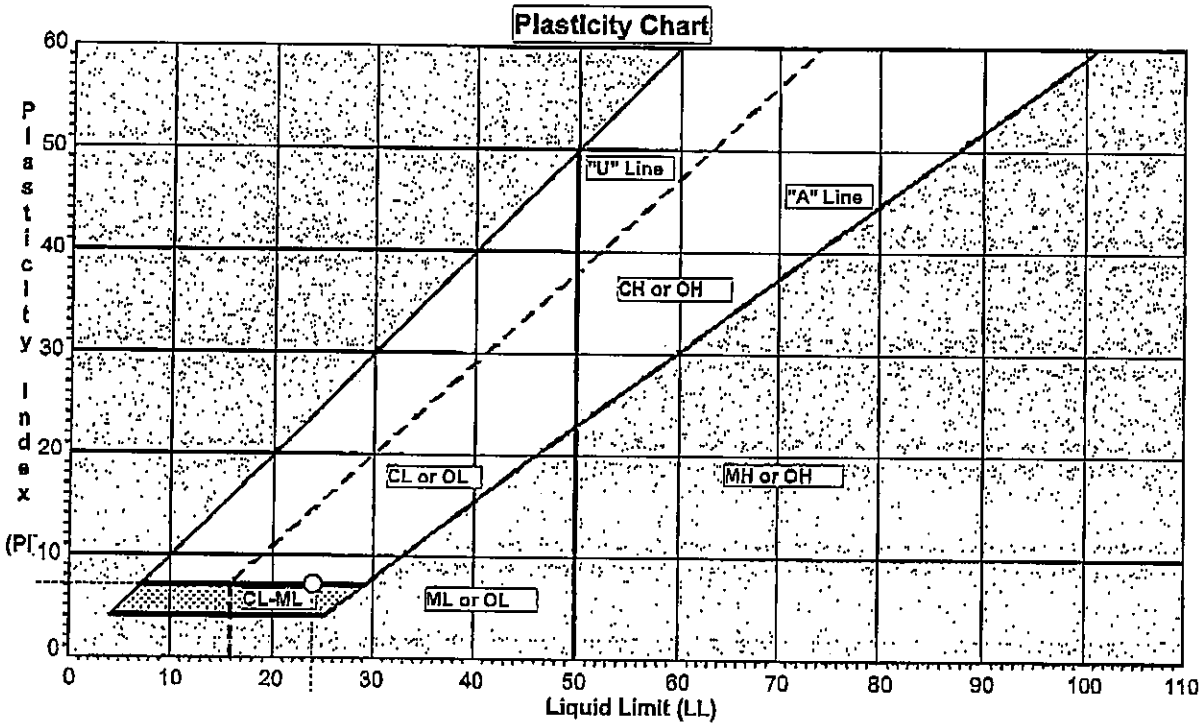
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900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

PROCTOR
TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R002
Sample Date: 08/15/2008
Date Reported: 09/03/2008

Field Number: Salvage Base #1



Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
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Respectfully Submitted,
L&G Engineering Laboratory

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Construction Material Testing
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PROCTOR
TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R001
Sample Date: 08/13/2008
Date Reported: 08/13/2008

Field Number: In-situ Subg #1

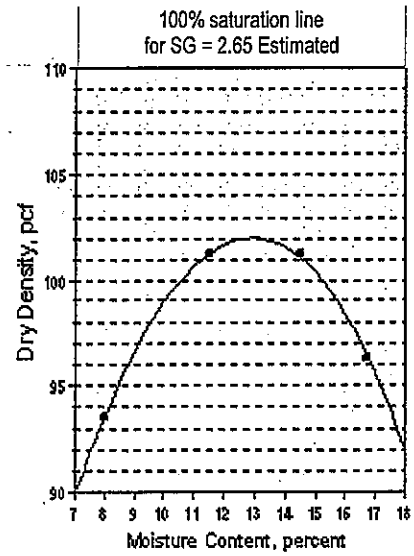
Compaction Method: ASTM D-1557
Material Description: In-situ Subgrade

Specific Gravity: 2.65

Liquid Limit: 25
Plastic Limit: 17
Plasticity Index: 8
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture, %:	7.9	11.5	14.4	16.7
Dry Density (pcf):	93.2	101.2	101.2	96.5

Maximum Dry Density in P.C.F.: 102.0
Optimum Moisture (%): 13.0



Remarks: Sample was obtained 1000' West of Bentsen Palm Dr. / Minus 200 Not Performed
Test Method: TxDot 114-E , ASTM D 4318

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager

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L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

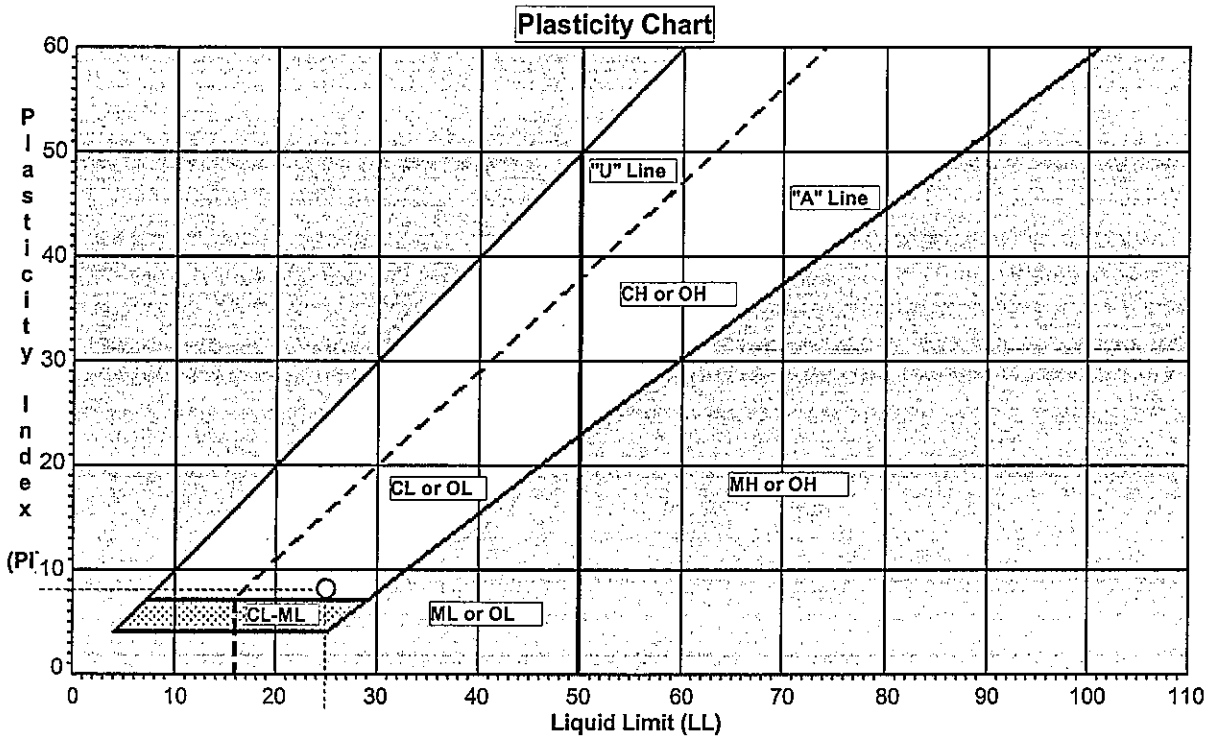
2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

PROCTOR
TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R001
Sample Date: 08/13/2008
Date Reported: 08/13/2008

Field Number: In-situ Subg #1



Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

PROCTOR
TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37807
L&G Report Number: R002
Sample Date: 08/15/2008
Date Reported: 08/15/2008

Field Number: Salvage Base #1

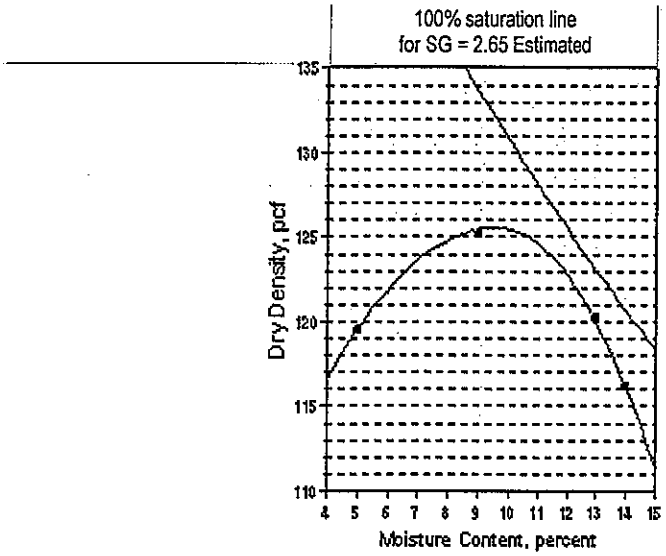
Compaction Method: ASTM D-1557
Material Description: Salvage Base

Specific Gravity: 2.65

Liquid Limit: 24
Plastic Limit: 17
Plasticity Index: 7
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture, %:	5.1	8.9	12.9	14.0
Dry Density (pcf):	119.8	125.2	120.2	116.1

Maximum Dry Density in P.C.F.: 125.5
Optimum Moisture (%): 9.5



Remarks: Sample was obtained 200' E. of dead end / Minus 200 Not Performed
Test Method: Tx Dot 114-E

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

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L&G Engineering Laboratory

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REPORT CREATED BY ElmTree SYSTEM

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

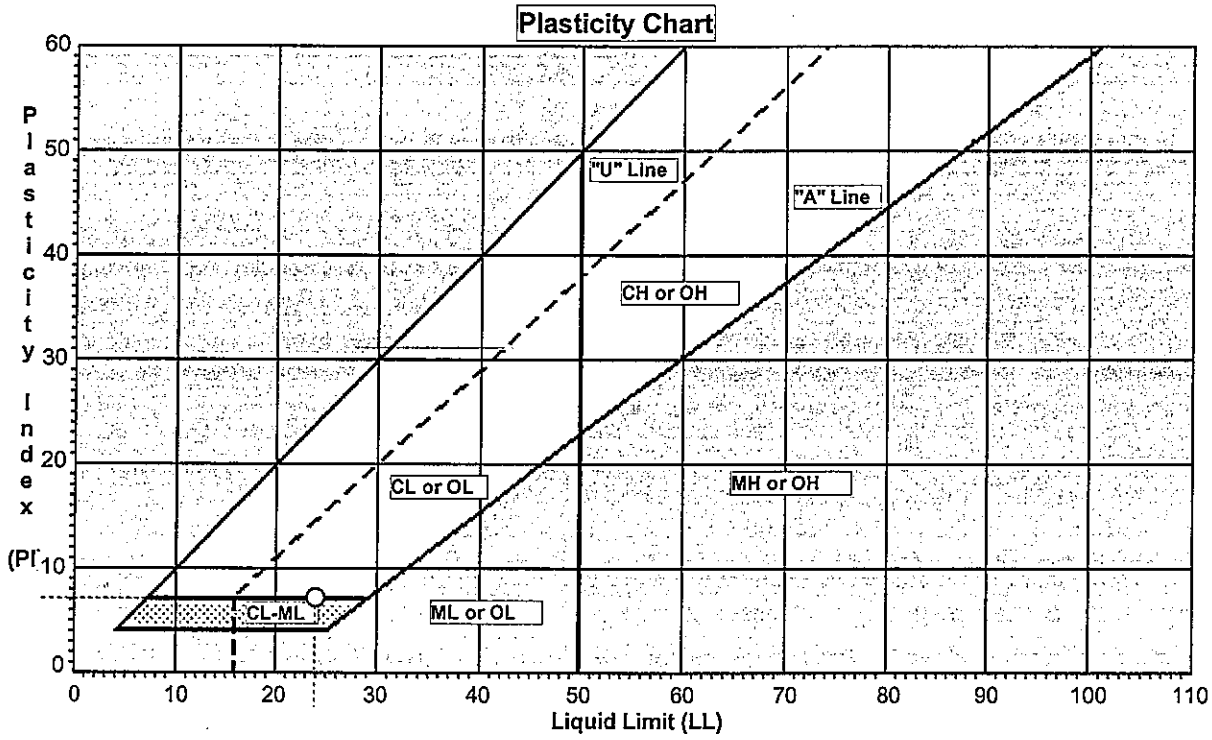
2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

PROCTOR
TEST REPORT

Project Description: Chula Vista Subdvision
Client: Hidalgo County Pct. 3
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L&G Project Number: L37807
L&G Report Number: R002
Sample Date: 08/15/2008
Date Reported: 08/15/2008

Field Number: Salvage Base #1



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1-cc Hinojosa Engineering
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REPORT CREATED BY ElmTree SYSTEM

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: Arago dba Arago Construction
Contact Amount: $183,951.85
Project/Precinct: Chula Vista & Walton Subd.
Owner's Contract No.: C-CAP-08007-04-22

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	[redacted]			
8	Application and Cerification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✗	Needs Eng. Signature + Correct Contract #
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors	✓	✓	
12	Partial Waiver of Liens (Sub-contractors/suppliers)	✓	✓	
13	TxDot Form 252 Contract Time Statement	✓	✓	
14	Payroll Report w/signed Wage Form	✓	✓	
15	Change Order (Requires TxDot Concurrence	✓	✓	
	[redacted]			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

AI-12629 **15.J.3.**

BCAP PCT NO 3 - AWARD BASHAM

CC REGULAR

Date: 12/09/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of fully executed contract C-CAP-08-027-11-04 for BCAP Paving & Drainage Construction for BASHAM Subd No 16 & North Country Estates No 2 Subd previously approved to award on CC 11-4-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-065-0-731

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

BUDGETARY IMPACT:

$41,145.50 available as of 12/05/08.

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-066-0-731

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

BUDGETARY IMPACT:

$41,145.50 available as of 12/05/08.

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-462-0-731

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

BUDGETARY IMPACT:

$82,106.00 available as of 12/05/08.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 05:11 PM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 07:48 AM	APRV
3	Erika Reyna	Erika Reyna	12/05/2008 10:08 AM	APRV

4	Auditor's Office	Becky Morales	12/05/2008 03:42 PM	APRV
Form Started By: Laura Moya			Started On: 12/03/2008 04:37 PM	
Final Approval Date: 12/05/2008				

AI-12616 **15.K.1.**

BCAP PCT NO 4 - WA No 1 - Round III

CC REGULAR

Date: 12/09/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.4

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #1 (with a proposed fee of $102,593.55) with Quintanilla, Headley & Associates, Inc. to provide Engineering services to Hidalgo County Precinct No. 4 for Border Colonia Access Program Round III Projects. C-CAP-08-031A-11-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1312-431-00-124-XXX-X-XXX

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

BUDGETARY IMPACT:

Various Round III Colonia projects for Pct# 4. Please refer to attached expense report for funding availability as of 12-5-08.

Attachments

Link: WA No 1

Link: expense report Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 03:02 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 03:05 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/05/2008 03:47 PM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Laura Moya Started On: 12/03/2008 04:05 PM

Final Approval Date: 12/05/2008

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-031A-00-00
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, **Quintanilla, Headley & Associates, Inc.** professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Engineering Services to Hidalgo County Precinct No. 4 for Border Colonia Access Program Round III Projects C-CAP-08-031A-_____.

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 $102,593.55. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 8-1312-431-00-124
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 December 31, 2009.

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. 4
Commissioner Oscar Garza, Jr. as to content and detail of this Work Authorization No. 1

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.4:

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

THE ENGINEER:

QUINTANILLA, HEADLEY & ASSOCIATES, INC

By: _____

Alfonso Quintanilla, P.E. President

OWNER:

COUNTY OF HIDALGO

By: _____

Juan D. Salinas III, County Judge

ATTEST:

By: _____

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Estimated Cost Proposal

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

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Foster Subdivision, Hacienda de los Vegas, Hoehn Drive Subdivision, La Flor Estates, La Flor Gardens, Laborsita, and Colonia Esperanza # 1																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

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	=	**$102,593.55**	
Phase I	=	40% of the **Service Fee**	**$41,037.42**
Phase II	=	40% of the **Service Fee**	**$41,037.42**
Phase III	=	20% of the **Service Fee**	**$20,518.71**

EXHIBIT "C"
WORK SCHEDULE

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Foster Subdivision																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

EXHIBIT "C"
WORK SCHEDULE

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Hacienda de los Vegas																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

EXHIBIT "C"
WORK SCHEDULE

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Hoehn Drive Subdivision																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

EXHIBIT "C"
WORK SCHEDULE

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
La Flor Estates																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

EXHIBIT "C"
WORK SCHEDULE

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
La Flor Gardens																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

EXHIBIT "C"
WORK SCHEDULE

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Laborsita																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

EXHIBIT "C"
WORK SCHEDULE

	2008				2009											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Colonia Esperanza # 1																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-124-274-0-312	FOSTER SUBDIVISION-INDIRECT COST	.00	3,800.00	.00	.00	3,800.00	.00
8-1312-431-00-124-274-0-334	FOSTER SUBDIVISION-ENG & ARCH SRVS	.00	12,221.88	.00	.00	12,221.88	.00
8-1312-431-00-124-274-0-339	FOSTER SUBDIVISION-OTHER PROF SERVICES	.00	3,888.78	.00	.00	3,888.78	.00
8-1312-431-00-124-274-0-733	FOSTER SUBDIVISION-DRAINAGE DITCHES	.00	16,108.00	.00	.00	16,108.00	.00
8-1312-431-00-124-274-0-734	FOSTER SUBDVISION-SUBDIVISION STREETS	.00	59,889.34	.00	.00	59,889.34	.00
8-1312-431-00-124-274-0-899	FOSTER SUBDIVISION-CONTINGENCY	.00	15,200.00	.00	.00	15,200.00	.00
274		**.00**	**111,108.00**	**.00**	**.00**	**111,108.00**	**.00**
8-1312-431-00-124-300-0-312	HACIENDA DE LOS VEGAS-INDIRECT COST	.00	4,319.06	.00	.00	4,319.06	.00
8-1312-431-00-124-300-0-334	HACIENDA DE LOS VEGAS-ENG & ARCH SRV	.00	9,980.74	.00	.00	9,980.74	.00
8-1312-431-00-124-300-0-339	HACIENDA DE LOS VEGAS-OTHER PROF SERVICE	.00	3,175.69	.00	.00	3,175.69	.00
8-1312-431-00-124-300-0-733	HACIENDA DE LOS VEGAS-DRAINAGE DITCHES	.00	4,534.00	.00	.00	4,534.00	.00
8-1312-431-00-124-300-0-734	HACIENDA DE LOS VEGAS-SUBDIVISION STREET	.00	86,200.00	.00	.00	86,200.00	.00
8-1312-431-00-124-300-0-899	HACIENDA DE LOS VEGAS-CONTINGENCY	.00	4,300.94	.00	.00	4,300.94	.00
300		**.00**	**112,510.43**	**.00**	**.00**	**112,510.43**	**.00**
8-1312-431-00-124-329-0-312	HOEN DRIVE SUBD-INDIRECT COST	.00	14,068.03	.00	.00	14,068.03	.00
8-1312-431-00-124-329-0-334	HOEN DRIVE SUBD-ENG & ARCH SRV	.00	50,272.49	.00	.00	50,272.49	.00
8-1312-431-00-124-329-0-339	HOEN DRIVE SUBD-OTHER PROFESSIONAL SRVS	.00	15,995.79	.00	.00	15,995.79	.00
8-1312-431-00-124-329-0-733	HOEN DRIVE SUBD-DRAINAGE DITCHES	.00	105,322.00	.00	.00	105,322.00	.00
8-1312-431-00-124-329-0-734	HOEN DRIVE SUBD-SUBDIVISION STREETS	.00	194,027.82	.00	.00	194,027.82	.00
8-1312-431-00-124-329-0-899	HOEN DRIVE SUBD-CONTINGENCY	.00	77,336.50	.00	.00	77,336.50	.00
329		**.00**	**457,022.63**	**.00**	**.00**	**457,022.63**	**.00**
8-1312-431-00-124-844-0-312	COL ESPERANZA #1-INDIRECT COST	.00	3,424.22	.00	.00	3,424.22	.00
8-1312-431-00-124-844-0-334	COL ESPERANZA #1-ENG & ARCH SRV	.00	8,383.98	.00	.00	8,383.98	.00
8-1312-431-00-124-844-0-339	COL ESPERANZA #1-OTHER PROF SERVICES	.00	2,667.63	.00	.00	2,667.63	.00
8-1312-431-00-124-844-0-733	COL ESPERANZA #1-DRAINAGE DITCHES	.00	19,118.00	.00	.00	19,118.00	.00
8-1312-431-00-124-844-0-734	COL ESPERANZA #1-SUBDIVISION STREETS	.00	57,100.00	.00	.00	57,100.00	.00
8-1312-431-00-124-844-0-899	COL ESPERANZA #1-CONTINGENCY	.00	14,029.70	.00	.00	14,029.70	.00
844		**.00**	**104,723.53**	**.00**	**.00**	**104,723.53**	**.00**
8-1312-431-00-124-882-0-312	LA FLOR ESTATES-INDIRECT COST	.00	3,373.17	.00	.00	3,373.17	.00
8-1312-431-00-124-882-0-334	LA FLOR ESTATES-ENG & ARCH SRV	.00	8,192.91	.00	.00	8,192.91	.00
8-1312-431-00-124-882-0-339	LA FLOR ESTATES-OTHER PROF SERVICES	.00	2,606.84	.00	.00	2,606.84	.00
8-1312-431-00-124-882-0-733	LA FLOR ESTATES-DRAINAGE DITCHES	.00	7,638.00	.00	.00	7,638.00	.00
8-1312-431-00-124-882-0-734	LA FLOR ESTATES-SUBDIVISION STREETS	.00	66,845.00	.00	.00	66,845.00	.00
8-1312-431-00-124-882-0-899	LA FLOR ESTATES-CONTINGENCY	.00	3,311.33	.00	.00	3,311.33	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
882		**.00**	**91,967.25**	**.00**	**.00**	**91,967.25**	**.00**
8-1312-431-00-124-883-0-312	LA FLOR GARDENS-INDIRECT COST	.00	3,373.17	.00	.00	3,373.17	.00
8-1312-431-00-124-883-0-334	LA FLOR GARDENS-ENG & ARCH SRV	.00	8,192.91	.00	.00	8,192.91	.00
8-1312-431-00-124-883-0-339	LA FLOR GARDENS-OTHER PROF SERVICES	.00	2,606.84	.00	.00	2,606.84	.00
8-1312-431-00-124-883-0-733	LA FLOR GARDENS-DRAINAGE DITCHES	.00	7,636.00	.00	.00	7,636.00	.00
8-1312-431-00-124-883-0-734	LA FLOR GARDENS-SUBDIVISION STREETS	.00	66,845.00	.00	.00	66,845.00	.00
8-1312-431-00-124-883-0-899	LA FLOR GARDENS-CONTINGENCY	.00	3,311.33	.00	.00	3,311.33	.00
883		**.00**	**91,965.25**	**.00**	**.00**	**91,965.25**	**.00**
8-1312-431-00-124-886-0-312	LABORSITA-INDIRECT COST	.00	2,196.02	.00	.00	2,196.02	.00
8-1312-431-00-124-886-0-334	LABORSITA-ENG & ARCH SRV	.00	5,348.64	.00	.00	5,348.64	.00
8-1312-431-00-124-886-0-339	LABORSITA-OTHER PROF SERVICES	.00	1,701.84	.00	.00	1,701.84	.00
8-1312-431-00-124-886-0-733	LABORSITA-DRAINAGE DITCHES	.00	5,124.00	.00	.00	5,124.00	.00
8-1312-431-00-124-886-0-734	LABORSITA-SUBDIVISION STREETS	.00	43,500.00	.00	.00	43,500.00	.00
8-1312-431-00-124-886-0-899	LABORSITA-CONTINGENCY	.00	2,153.98	.00	.00	2,153.98	.00
886		**.00**	**60,024.48**	**.00**	**.00**	**60,024.48**	**.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**.00**	**1,029,321.57**	**.00**	**.00**	**1,029,321.57**	**.00**
8 YEAR		**.00**	**1,029,321.57**	**.00**	**.00**	**1,029,321.57**	**.00**

AI-12600 **15.L.1.**

Electric Range 36"

CC REGULAR

Date:	12/09/2008
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Presentation by and request from Juvenile Probation Department for authority to purchase food service equipment, specifically one (1) electric 36" range/stove quoted from Kitchen Resources, L.P. (awarded vendor) through Hidalgo County's membership/participation of Region One Education Service Center -South Texas Cooperative throught requisition #144369 in the total amount of $5,628.75 for the new Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-32-330-001-0-748

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

BUDGETARY IMPACT:

Funding has been secured with requisition #144369.

Attachments

Link: 36" Electric Range

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/03/2008 04:42 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 07:46 AM	APRV
3	Rey Salazar	Rey Salazar	12/05/2008 08:49 AM	APRV
4	Auditor's Office	Becky Morales	12/05/2008 03:45 PM	APRV

Form Started By: Matilde Faz Started On: 12/03/2008 03:32 PM

Final Approval Date: 12/05/2008

Requisition

Regular
IT 12400
12/9/08

Req # 00144369

PO #

Date: 12/01/08

Bill To: x
x

Vendor : 320471
KITCHEN RESOURCE, L.P.
C/O STEPCO RESTAURANT SUPPLY
806 W HARRISON ST.
HARLINGEN TX 78550
FAX (956)423-3088

Ship To: JUVENILE PROBATION DEPT.
1001 NORTH DOOLITTLE
EDINBURG TX 78540-0267

Contact: **Elena**
956-587-6200

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		As per Cooperative Agreement DO NOT DUPLICATE ORDER		
1.00	EACH	36" Range Restaurant, Elect. Vulcan Hart Model E36SL	5,628.75	5,628.75
		Account No	Encumbrance	
		8-1100-423-32-330-001-0-748	5,628.75	
			Freight	.00
			Total	5,628.75
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Received
12600
12/9/08

Quote

12/3/2008

Project:

Detention Center
Attn: Maty
1001 N. Doolittle
Edingburg, TX 78541
956.292.7612 fax
956.318.2626 ext.4854

From:

Kitchen Resources, L.P.
Cindy Perez
2102 Fair Park Blvd.
Harlingen, TX 78550
Phone: (956) 423-2491
Fax: (956) 423-3088
cindy@kitchenresources.com

Price is drop shipped to your dock. Electrical and plumbing done by others.

Item	Qty	Description	Sell Each	Sell Total
1	1 ea	**RANGE, 36" RESTAURANT, ELECTRIC** Vulcan Hart Model No. E36SL E-Series Range, 36", electric, (4) 2kw French Hot Plates 9 1/2" round w/infinite controls, 12"W griddle-polished steel plate w/thermostat controls, 5kw std oven w/(1) rack, stainless steel front, sides, single deck highshelf, 6" legs, UL, NSF	5,628.75	5,628.75
	1 ea	208 Volt, 3 phase		
	1 ea	1 year limited parts & labor warranty, std.		

Merchandise	5,628.75
Total	5,628.75

Thank you for the opportunity to quote.

Acceptance: _____ Date: _____

Printed Name: _____

Maty,

The quote for the Detention Center is based on Region 1 contract pricing. If you have further questions feel free to call or fax.

Thank you,

Cindy Perez

Kitchen Resources, L.P.
2102 Fair Park Blvd.
Harlingen, TX 78550
956.423.2491 tel
956.423.3088 fax

AI-12650 **16.A.**

Independent Audit Transfer

CC REGULAR

Date:	12/09/2008
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer (1100) from County Wide Administration to Independent Audit in the amount of $3,532.50 for audit of funds held in trust.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-XX-115-0XX-0-XXX

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-415-13-115-019-0-335 $3,532.50
Funds available as of 12-04-08.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 01:02 PM	APRV
2	Veronica Lopez	Veronica Lopez	12/04/2008 02:28 PM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:11 PM	APRV
4	Purchasing Department	Marty Salazar	12/04/2008 10:51 PM	APRV

Form Started By: Sergio Cruz Started On: 12/04/2008 11:09 AM

Final Approval Date: 12/04/2008

DATE: December 9, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

SUBJECT: **Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection 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, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	CO WIDE ADM-CONTINGENCY	(3,532.50)
TO		
8-1100-415-13-115-019-0- 335	INDEPENDENT AUDIT-ACC, AUDIT & FINANCE	3,532.50
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: **TO FUND SPECIAL ENGAGEMENT RELATING TO FUND HELD IN TRUST UNDER THE REGISTRY OF THE COURT.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-12637 **16.B.**

Transfer for Personnel Expenses

CC REGULAR

Date:	12/09/2008
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Precinct 3 - Road and Bridge (program 005) to Precinct 3 Drainage Project (program (049) in the amount of $23,387.79 to cover personnel cost through year end.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

From Prog. 005 to Program 049
Funding available as of 12/04/08

Attachments

Link: Interdepartmental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Erika Reyna	Erika Reyna	12/04/2008 02:23 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 03:06 PM	APRV
3	Erika Reyna	Erika Reyna	12/04/2008 03:27 PM	APRV
4	Auditor's Office	Linda Fong	12/04/2008 05:23 PM	APRV
5	Dina Trevino	Dina Trevino	12/05/2008 09:25 AM	APRV
6	Purchasing Department	Marty Salazar	12/05/2008 10:08 AM	APRV

Form Started By: Sergio Cruz — Started On: 12/03/2008 05:10 PM

Final Approval Date: 12/05/2008

DATE: **December 4, 2008**

DEPARTMENT HEAD: **Commissioner Flores**

DEPARTMENT NAME: **Precinct #3**

ACCOUNT NUMBER: **8-1203-431-00-123-0XX-0-113**

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		
8-1203-431-00-123-005-0-113	PCT 3 P/U RD - PERM F/T EMPLOYEES	(23,387.79)
TO		
8-1203-431-00-123-049-0-113	PCT 3 DRAIN IMPRV PRJ - PERM F/T EMPLOYEES	17,385.39
8-1203-431-00-123-049-0-211	PCT 3 DRAIN IMPRV PRJ - HEALTH INSURANCE	1,970.76
8-1203-431-00-123-049-0-212	PCT 3 DRAIN IMPRV PRJ - LIFE INSURANCE	15.63
8-1203-431-00-123-049-0-220	PCT 3 DRAIN IMPRV PRJ - FICA	1,329.97
8-1203-431-00-123-049-0-230	PCT 3 DRAIN IMPRV PRJ - RETIREMENT	1,526.45
8-1203-431-00-123-049-0-250	PCT 3 DRAIN IMPRV PRJ - UNEMPLOYMENT COMP	86.92
8-1203-431-00-123-049-0-260	PCT 3 DRAIN IMPRV PRJ - WORKERS COMP	1,072.67
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Transfer from PCT 3 P/U RD - PERM F/T EMPLOYEES to PCT 3 DRAIN IMPRV PRJ to cover personnel cost through year end.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-12555 **16.C.**

Interdepartmental Transfer

CC REGULAR

Date:	12/09/2008
Submitted By:	Erika Reyna, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Fire Marshal's Office:
Approval of 2008 interdepartmental transfer from County Wide Administration - Contingency to Emergency Services - Various Fire Departments (1100) in the total amount of $54,281.00 to fund fire call expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-X0-XXX-0XX-0-8XX

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

BUDGETARY IMPACT:

From:
8-1100-415-00-115-002-0-899

To:
Program 003 $16,431.00
Program 005 $ 1,755.00
Program 006 $11,825.00
Program 007 $ 3,135.00
Program 009 $15,670.00
Program 011 $ 1,900.00
Program 013 $ 1,955.00
Program 014 $ 1,610.00

Funding available as of 12/04/08

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/02/2008 09:09 AM	APRV
2	Dale Kennan	Dale Kennan	12/04/2008 07:34 AM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:13 PM	APRV

4	Purchasing Department Marty Salazar	12/04/2008 05:15 PM	APRV
Form Started By: Erika Reyna		Started On: 12/01/2008 04:16 PM	
Final Approval Date: 12/04/2008			

DATE: **December 1, 2008**

DEPARTMENT HEAD: **Valde Guerra**

DEPARTMENT NAME: **Dept. of Budget and Mgmt. for Emergency Serv. (1100)**

ACCOUNT NUMBER: **8-1100-4XX-X0-XXX-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	(54,281.00)
TO		
8-1100-422-20-300-003-0-841	ALTON FIRE DEPARTMENT-AID TO GOVT AGENCY	16,431.00
8-1100-422-20-300-005-0-841	EDCOUCH FIRE DEPARTMENT-AID TO GOVT AGENCY	1,755.00
8-1100-422-20-300-006-0-841	EDINBURG FIRE DEPARTMENT-AID TO GOVT AGENCY	11,825.00
8-1100-422-20-300-007-0-841	ELSA FIRE DEPARTMENT-AID TO GOVT AGENCY	3,135.00
8-1100-422-20-300-009-0-841	LA JOYA FIRE DEPARTMENT-AID TO GOVT AGENCY	15,670.00
8-1100-422-20-300-011-0-841	LINN-SAN MANUEL FIRE DEPT-AID TO GOVT AGENCY	1,900.00
8-1100-422-20-300-013-0-841	MERCEDES FIRE DEPARTMENT-AID TO GOVT AGENCY	1,955.00
8-1100-422-20-300-014-0-841	MISSION FIRE DEPARTMENT-AID TO GOVT AGENCY	1,610.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Transfer from COUNTY WIDE ADM-CONTINGENCY to various fire departments to cover expenditures of Fire Calls.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-12550 **16.D.**

Interfund transfer from Countywide Contingency (1100) to Court Reporter Fund (1239)

CC REGULAR

Date:	12/09/2008
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Court Reporter Fund (1239):
Approval of inter-fund transfer from Countywide Administration - Contingency (1100) to Court Reporter (1239) in the amount of $15,000.00

BACKGROUND

To fund pending court reporter invoices.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1XXX-XXX-00-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1239-412-00-115-043-0-831 $15,000.00

funds available as of 12/01/2008.

Attachments

Link: Court Reporter Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/01/2008 02:12 PM	APRV
2	Veronica Lopez	Veronica Lopez	12/03/2008 08:57 AM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:18 PM	APRV
4	Purchasing Department	Marty Salazar	12/04/2008 05:19 PM	APRV

Form Started By: Rolando Garcia Started On: 12/01/2008 11:42 AM

Final Approval Date: 12/04/2008

DATE: December 1, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Court Reporter (1239)

2008
Transfer

ACCOUNT NUMBER: **8-1XXX-XXX-00-XXX-0XX-0-XXX**

CONTACT PERSON: Rolando Garcia **PHONE:** 292-7025 ext. 5761

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		
8-1100-415-00-115-002-0- 899	**Co. Wide Adm.-Contingency**	**(15,000.00)**
8-1100-491-01-000-239-0- 891	**Transfer Out-Court Reporter Service**	**15,000.00**
TO		
8-1239-391-01-000-100-0- 000	**Transfers In-General Fund**	**15,000.00**
8-1239-412-00-115-043-0- 831	**Court Reporter-Court Costs & Investigation**	**15,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**15,000.00**

REASON: **To fund year end estimated expenditures for court reporter invoices.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-12689 **16.E.**

2008 interfund for PCT.1 FM493(US281-BUS83) (1201)

CC REGULAR

Date:	12/09/2008
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Pct.1-FM493 (1201)
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

PCT.1 FM493(US281-BUS83) (1201):
Approval of interfund transfer of $1,144,000.00 of new source of General Fund revenue as certified by the County Auditor and approved by Commissioners' Court on 8/26/08 (AI-10753 16.A.) from the General Fund (1100) fund balance to PCT.1 FM493(US281-BUS83)-Aid to Governmental Agency (1201).

BACKGROUND

Funds are subject to reimbursement from Pct 1 C.O. series 2009 allotment as per reimbursement resolution approved on October 7, 2008.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1201-431-00-121-053-0-841

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

BUDGETARY IMPACT:

Appropriation of $1,144,000.00 from G/F fund balance. Funding available for transfer as of 12/5/08.

Attachments

Link: 2008 Interfund for PCT.1 FM493(US281-BUS83) (1201)

Form Routing/Status

Form Started By: Dale Kennan	Started On: 12/05/2008 04:13 PM
Final Approval Date: 12/05/2008	

DATE: December 5, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for the PCT.1 FM493(US281-BUS83) (1201)

ACCOUNT NUMBER: General Fund - Fund Balance
8-1201-431-00-121-053-0-841

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

SUBJECT: **Interfund transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interfund transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-491-01-000-201-0-891	**TRANSFERS OUT-R&B PCT.1**	**1,144,000.00**
8-1201-391-01-000-100-0-000	**TRANSFERS IN-GENERAL FUND**	**1,144,000.00**
8-1201-431-00-121-053-0-841	**PCT.1 FM493(US281-BUS83)-AID TO GOVT AGENCY**	**1,144,000.00**
TOTAL BUDGET INCREASE (DECREASE) 1100		**0.00**
TOTAL BUDGET INCREASE (DECREASE) 1201		**1,144,000.00**

REASON: **To aquire additional funding as needed for the PCT.1 FM493(US281-BUS83)-AID TO GOVT AGENCY in the amount of $1,144,000.00.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-12665 **16.F.**

Interdept transfer from Pct. 1 P/U Rd to Drainage Improvement Project (1201)

CC REGULAR

Date:	12/09/2008
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Pct. 1 Drainage Improvement Project:
Approval of 2008 interdepartmental transfer from Pct. 1 Paved/Unpaved Roads, to Pct. 1 Drainage Improvement Project, (1201) in the amount of $358,840.03 to fund pending drainage project(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-0XX-0-733

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

BUDGETARY IMPACT:

8-1201-431-00-121-005-0-733 --> 8-1201-431-00-121-052-0-733 $358,840.03; funds available as of 12-4-08.

Attachments

Link: Copy of 12665_NEW Interdept form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/04/2008 03:52 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 03:59 PM	APRV
3	Dale Kennan	Dale Kennan	12/04/2008 05:12 PM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Ivan Cantu — Started On: 12/04/2008 03:32 PM

Final Approval Date: 12/05/2008

DATE: December 4, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 Drainage Improvement Project

ACCOUNT NUMBER: 8-1201-431-00-121-0XX-0-733

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

2008
Transfer

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1201-431-00-121-005-0- 733	PCT. 1 P/U RD.-	DRAINAGE DITCHES & STRUCTURES	(358,840.03)
TO			
8-1201-431-00-121-052-0- 733	PCT. 1 DRAIN IMPRV. PRJ.-	DRAINAGE DITCHES & STRUCTURES	358,840.03
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund pending drainage improvement project(s).

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-12661 **16.G.**

Interdept. Transfer- Estrada Hinojosa

CC REGULAR

Date:	12/09/2008
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Administration to Financial Advisor (1100) in the amount of $18,700.00 to pay for pending invoice from Estrada Hinojosa.

BACKGROUND

Transfer needed to pay Estrada Hinojosa invoice. Please see AI-12464 for CC 11-25-08.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-XX-115-0XX-0-XX9

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-415-12-115-018-0-339 $18,700.00
Funds available as of 12-04-08.

Attachments

Link: Interdept.- Estrada Hinojosa

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 03:00 PM	APRV
2	Roland Garcia	Rolando Garcia	12/04/2008 03:12 PM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:19 PM	APRV
4	Purchasing Department	Marty Salazar	12/04/2008 10:51 PM	APRV

Form Started By: Veronica Lopez Started On: 12/04/2008 02:40 PM

Final Approval Date: 12/04/2008

DATE: December 4, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management-
Financial Advisor

ACCOUNT NUMBER: 8-1100-415-XX-115-0XX-0-XXX

2008
Transfer
AI-12661

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	Co Wide Adm- Contingency	(18,700.00)
TO		
8-1100-415-12-115-018-0- 339	Financial Advisor- Other Professional Srv	18,700.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Transfer needed from County Wide Contingency into Financial Advisor- Other Professional Services to pay Estrada Hinojosa invoice.

Approved by

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-12653 **16.H.**

2008 Interdpt. for Pct. 2 Val-Mex Project (1202)

CC REGULAR

Date:	12/09/2008
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Pct. 2 Val-Mex Project (1202)
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Pct. 2 Val-Mex Project (1202):
Approval of 2008 interdepartmental transfer from Pct. 2 Paved/Unpaved Roads to Pct.2 Intergovernmental Expense-Hidalgo-Val-Mex Drive (1202) in the total amount of $77,700.00, to fund the Val-Mex Drive project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-0XX-0-XX1

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

BUDGETARY IMPACT:

From 8-1202-431-00-122-006-0-711, 731 & 841 to program 035, same object codes, in the amounts of $13,600.00, $38,200.00 & $25,900.00 (respectively). Funding available for transfer as of 12/4/08.

Attachments

Link: 2008 interdept for Val-Mex Road Project (1202)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 01:03 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/04/2008 02:33 PM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 05:21 PM	APRV
4	Purchasing Department	Marty Salazar	12/04/2008 10:51 PM	APRV

Form Started By: Dale Kennan Started On: 12/04/2008 11:27 AM

Final Approval Date: 12/04/2008

DATE: December 4, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Precinct 2 Val-Mex Road Project (1202)

ACCOUNT NUMBER: 8-1202-431-00-122-0XX-0-XX1

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
8-1202-431-00-122-006-0-711	PCT.2 P/U RD-ROW	(13,600.00)
8-1202-431-00-122-006-0-731	PCT.2 P/U RD-ROADS	(38,200.00)
8-1202-431-00-122-006-0-841	PCT.2 P/U RD-AID TO GOVT AGENCY	($25,900.00)
8-1202-431-00-122-035-0-711	PCT.2 INTGT'L EXP-HIDALGO-VAL-MEX DR-ROW	$13,600.00
8-1202-431-00-122-035-0-731	PCT.2 INTGT'L EXP-HIDALGO-VAL-MEX DR-ROADS	$38,200.00
8-1202-431-00-122-035-0-841	PCT.2 INTGT'L EXP-HIDALGO-VAL-MEX DR-AID TO GOVT AGE	$25,900.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from PCT.2 P/U RD to PCT.2 INTGT'L EXP-HIDALGO-VAL-MEX DR to fund pending Val-Mex Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-12651 **17.D.**

Frank Saenz, Arturo Saenz & Miguel Angel Silva vs Sabino Hernandez
CC REGULAR

Date:	12/09/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Frank Saenz, Arturo Saenz & Miguel Angel Silva vs Sabino Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 11:19 AM	APRV
2	Auditor's Office	Linda Fong	12/04/2008 05:08 PM	APRV
3	Purchasing Department	Marty Salazar	12/04/2008 10:51 PM	APRV
Form Started By: Norma Silva			Started On: 12/04/2008 11:14 AM	
Final Approval Date: 12/04/2008				

AI-12652 **18.D.**

Frank Saenz, Arturo Saenz & Miguel Angel Silva vs Sabino Hernandez

CC REGULAR

Date:	12/09/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Frank Saenz, Arturo Saenz & Miguel Angel Silva vs Sabino Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 01:02 PM	APRV
2	Auditor's Office	Linda Fong	12/04/2008 05:08 PM	APRV
3	Purchasing Department	Marty Salazar	12/04/2008 10:51 PM	APRV
Form Started By: Norma Silva			Started On: 12/04/2008 11:19 AM	
Final Approval Date: 12/04/2008				